

LAW REVERSIONARY INTEREST  
SOCIETY, LIMITED.

24, LINCOLN'S INN FIELDS, W.C.

ESTABLISHED 1885.

Capital ... £400,000  
Debentures and Debenture Stock ... £207,230  
REVERSIONS BOUGHT. LOANS MADE THEREON.  
Proposal Forms and full information may be had at the Society's Offices.  
W. OSCAR NASH, F.I.A., Actuary and Secretary.

COUNTY FIRE OFFICE,  
50, REGENT STREET, W., AND 14, CORNHILL, E.C., LONDON.

FOUNDED 1807.

EXCEPTIONAL ADVANTAGES TO PERMANENT POLICY-HOLDERS.

LIBERAL TERMS TO SOLICITORS INTRODUCING BUSINESS.

For Rates and Full Particulars apply to

THE SECRETARIES.

THE OLDEST & WEALTHIEST EXISTING MORTGAGE INSURANCE OFFICE.  
THE LAW GUARANTEE AND TRUST  
SOCIETY, LIMITED.

SUBSCRIBED CAPITAL - £1,000,000. PAID-UP - £100,000.  
FIDELITY GUARANTEES OF ALL KINDS. ADMINISTRATION AND LUNACY  
BONDS. MORTGAGE, DEBENTURE, LICENSE, AND CONTINGENCY  
INSURANCE. TRUSTEESHIPS FOR DEBENTURE-HOLDERS, &c.

HEAD OFFICE: 49, Chancery-lane, W.C. | CITY OFFICE: 56, Moorgate-street, E.C.

X IMPORTANT TO SOLICITORS X  
In Drawing LEASES or MORTGAGES of  
LICENCED PROPERTY X

To see that the Insurance Covenants include a policy covering the risk of

LOSS OR FORFEITURE OF THE LICENSE.

Suitable clauses, settled by Counsel, can be obtained on application to  
THE LICENSES INSURANCE CORPORATION AND  
GUARANTEE FUND, LIMITED,

24, MOORGATE STREET, LONDON, E.C.

Mortgages Guaranteed on Licensed Properties promptly, without  
special valuation and at low rates.

LEGAL AND GENERAL LIFE ASSURANCE  
SOCIETY.

ESTABLISHED OVER HALF A CENTURY.

10, FLEET STREET, LONDON.

FREE,  
SIMPLE,

THE  
PERFECTED  
OF  
LIFE  
ASSURANCE.  
AND  
SECURE.

FUNDS - £3,000,000. INCOME - £390,000.  
YEARLY NEW BUSINESS - £1,000,000. BUSINESS IN FORCE - £11,700,000.

TRUSTEES.

The Right Hon. Lord HALSBURY (Lord High Chancellor of England).  
The Hon. Mr. Justice KEEWICH.  
The Right Hon. Sir JAMES PARKER DEANE, Q.C., D.C.L.

WILLIAM WILLIAMS, Esq.

RICHARD PENNINGTON, Esq.

DIRECTORS.

Dixon, His Honour Judge.  
Davey, The Right Hon. Lord.  
Deane, The Right Hon. Sir James Parker,  
Q.C., D.C.L.  
Ellis-Davies, Edmund Henry, Esq.  
Fins, Arthur J., Esq.  
Fre, Geo. Edgar, Esq.  
Gath, The Right Hon. Sir Richard, Q.C.  
Hesley, C. E. H. Chadwick, Esq. Q.C.  
Johnson, Charles P., Esq.  
Kekewich, The Hon. Mr. Justice.  
Masterman, Henry Chauncy, Esq.

Matthew, The Hon. Mr. Justice.  
Mack, A. Grant, Esq. (Devizes).  
Mellor, The Right Hon. John W., Q.C.,  
M.P.  
Mills, Richard, Esq.  
Morrall, Frederic F., Esq. (Oxford).  
Pennington, Richard, Esq.  
Saltwell, Wm. Harry, Esq.  
Tweddle, R. W., Esq.  
Williams, Romer, Esq.  
Williams, William, Esq.

VOL. XLIV., No. 32.

The Solicitors' Journal and Reporter.

LONDON, JUNE 9, 1900.

\* The Editor cannot undertake to return rejected contributions, and copies should be kept of all articles sent by writers who are not on the regular staff of the JOURNAL.

Contents.

CURRENT TOPICS	511	LEGAL NEWS	518
A SPECIAL MANAGER'S RIGHT TO IN- DEBTEDNESS	513	COURT PAPERS	518
NEW ORDERS, &c.	517	WINDING UP NOTICES	519
LAW STUDENTS' JOURNAL	518	CREDITORS' NOTICES	519
		BANKRUPTCY NOTICES	520

Cases Reported this Week.

In the Solicitors' Journal.

Cornwall v. Henson	514	Didisheim v. London and Westminster Bank	501
Dixon, Re. Heynes v. Dixon	515	Hoffe's Estate Act, 1856. In re	507
Driefontein Consolidated Mines (Lim.) v. Janson	518	Ludington Cigarette Machine Co. v. Baron Cigarette Machine Co.	506
Hawkins and Others v. Good and Others, Justices of the Borough of Bridgewater	516	Marshall and Salt's Contract, In re	508
Manchester Ship Canal Co. v. Man- chester Racecourse Co. (Lim.) and Manchester Park Estates (Lim.)	515	Martin (otherwise Guillard), In re. Loutslan v. Loutslan	509
Sherard v. Gascoigne	517	National Company for the Distribution of Electricity & Secondary Generators (Limited) v. Gibbs	499
		Robertson v. Mayor, &c., of Bristol	498
		Zumbeck v. Biggs	507

In the Weekly Reporter.

UP TO THE TIME of going to press, neither the Court of Appeal list nor the Chancery lists have reached us. The Queen's Bench lists show a total of 293 actions entered for trial up to the 5th inst., as against 580 at the commencement of the Easter Sittings, and 394 a year ago.

As a correspondent of the *Times* points out, it is now clear that no alteration is contemplated this year in the Long Vacation; the judges having arranged that the summer assizes shall end about the 12th of August, as usual.

THE CONTROVERSY as regards defaulting solicitors has now, in the letters which appear in the public press, practically narrowed itself down to the question whether the Incorporated Law Society shall undertake the prosecution of delinquents, and if so, how the funds are to be provided. It is suggested that they should be raised by an increase in the certificate duty, whereby the vast majority of honest members of the profession will be taxed for the punishment of the rogues. This appears to be a most singular proposal. How do criminal solicitors differ from other criminals, the costs of whose prosecution falls on public funds? What would be said of a proposal that criminal brokers should be prosecuted at the cost of the members of the Stock Exchange? Let the Council, if they think fit, undertake the prosecution of solicitors who commit offences against the criminal law—though in our opinion it should be left to the Public Prosecutor—but let the funds for such prosecutions be provided in the same way as for other criminal cases. It would, we believe, be wholly unprecedented for criminals belonging to a particular class to be prosecuted at the cost of that class, and one can hardly understand the grounds on which the suggestion has been made. There will certainly be the keenest opposition on the part of the profession if the proposal should be attempted to be carried into effect.

THE CASE of *Driefontein Consolidated Mines (Limited) v. Janson* (reported elsewhere) was a curious attempt to extend to new circumstances the doctrine, formerly established, that contracts of insurance cannot be enforced so as to indemnify an alien enemy against the loss of his property in the course of a war. Gold belonging to the plaintiff company, which was being conveyed from Johannesburg to the Cape, was covered by a Lloyd's policy, of which the defendant

was one of the underwriters. The gold was seized by the Transvaal Government on the 2nd of October of last year—that is, some nine days before the actual outbreak of hostilities. When a war is being waged between this and another country it may be a necessity sometimes for the private property of the subjects of the hostile country to be destroyed. Such destruction, of course, could only be justified as a measure of necessity, and it might, under some circumstances, be against public policy for the owners to be allowed to claim indemnity under contracts of insurance entered into with subjects of this country. Whether such a view of public policy would at this day be allowed to govern the enforcement of commercial contracts, is doubtful; but the present case had special features which distinguished it from those on which the old doctrine is founded. As just stated, the seizure of the gold took place before the outbreak of hostilities, and MATHEW, J., declined either to date the state of war from the seizure of the gold, or to treat the state of war as relating back to acts which were done in contemplation of hostilities. But apart from this, there was the very material distinction that in cases to which the doctrine in question properly applies the seizure or destruction of property is the act of this country, and it is designed to weaken the resources of the enemy. Here the seizure was the act of the enemy, and it could be of no advantage to this country to prevent the losers, of whatever nationality they might be, from seeking indemnity under ordinary commercial contracts. MATHEW, J., held, accordingly, that the policy was enforceable. There was a further point, whether the plaintiff company, seeing that the great majority of its shareholders were Europeans—largely, indeed, British—was an "alien enemy" or no. But on this the learned judge was against the company. It was, indeed, a matter of indifference who were the members of the company. The company, which was a separate entity, was formed under the Transvaal law and was a Transvaal subject. This fact, however, would only have suspended the remedy until the cessation of hostilities, and the point was not pressed by the defendant.

"THE DECISION given by the Court of Appeal in the case of *Evans v. Justices of Conway*, on which you commented last week (*ante*, p. 498), is," says a valued correspondent, "one of the most important decisions to licensed victuallers and brewers which has been given for some time. The point at issue really depended upon the question on which party the *onus* of proof rested. Now, if a person applies for a new licence, clearly the burden of proof is upon him to shew that he ought to have the licence. But if a person who already holds a licence applies for a renewal of that licence, the burden of shewing that he ought not to have a renewal (or, in other words, that his licence should not be taken away) is upon the objector. The holder of the licence has in fact a *prima facie* right to have it renewed. Now, upon appeal to quarter sessions the proceedings are generally in the nature of a re-hearing. This is certainly the case in appeals against a conviction and also in appeals against the refusal to renew a licence. If, then, the appeal is a re-hearing, the party on whom is the burden of proof should begin, and if he fails in proving what he undertakes to prove, the other party should succeed. Clearly, then, if the party who has to begin gives no evidence whatever, the appellant must succeed and is entitled to a renewal of his licence. This is the decision of the Court of Appeal, and the decision seems to be both just to the licence holder and sound in principle. Nothing can be imagined more unjust than for a court of quarter sessions to deprive a man of his licence without any grounds whatever for so doing having been proved. There can be no doubt, since *Sharp v. Wakefield* (37 W. R. 187; 1891, A. C. 473), that justices have absolute discretion to grant or refuse a renewal. But a court of quarter sessions must exercise its discretion judicially and only upon evidence. An attempt was made to argue that, when hearing a licensing appeal, a court of quarter sessions is not a court at all. This extraordinary proposition is founded, of course, upon a misunderstanding of *Boulter v. The Justices of Kent* (46 W. R. 114; 1897, A. C. 556). Because the licensing meeting is not a court, it was argued that the body which has power to overrule the decisions of that meeting is not a court.

The reasoning is hard to follow. An assessment committee is not a court, but no one seems to have yet raised the point that quarter sessions is not a court when hearing a rating appeal. The court of quarter sessions is clearly a court of justice when hearing any sort of appeal, and therefore must act judicially, and cannot disregard the ordinary principles of legal procedure."

A CURIOUS POINT was raised before BUCKLEY, J., in *Rosenbaum v. Belson* (*ante*, p. 485) as to the extent of the authority conferred by instructions to an agent to sell property—whether the agent was only authorized to find a purchaser, or whether he was also authorized to enter into a binding contract for sale. The defendant, who was the owner of certain leasehold houses, gave a firm of auctioneers and estate agents written instructions as follows: "Please sell for me" the houses in question, "and I agree to pay you by way of commission the sum of 2½ per cent. on the purchase price accepted." The auctioneers, acting according to what they understood to be the meaning of these instructions, sold the houses to the plaintiff for £785, and entered into a written contract with him. This contract the defendant refused to carry out, alleging that he had given no authority to enter into a binding contract for sale, but only to find a purchaser. It does not appear what had passed between the defendant and the estate agents as to the price at which they were to sell the houses, and in the absence of some understanding on this point, it is, of course, unusual for an agent to proceed in the matter of a proposed sale. Till he has received definite instructions as to the amount to be accepted, his proper business is to submit to his client such offers as may be made. In the ordinary course where a house is placed upon the books of a house agent for sale, a price is named, and any offers not coming up to the price are the subject of special instructions. In *Hamer v. Sharp* (23 W. R. 158, L. R. 19 Eq. 108) the authority expressly given was to "procure a purchaser"; and in this case it was held that the agent had no authority to sign a contract: see also *Chadburn v. Moore* (41 W. R. 39). At first sight, there is perhaps no great distinction between the instructions in the above-mentioned case and the authority to "sell" which was given in the present case of *Rosenbaum v. Belson*. But while the phrase "to find a purchaser" leaves it doubtful whether the agent is simply to obtain offers, or also to go a step further and actually accept an offer, the words "to sell" seem to carry the meaning sufficiently far to cover the entire transaction. There is no sale until an offer has been made and accepted, and it was held accordingly by BUCKLEY, J., that the agents, by entering into a contract to sell, had not exceeded the authority conferred upon them.

AN ATTEMPT was made, though unsuccessfully, in the recent case of *Goodwin v. Saturley* (Times, 1st inst.) to get behind the settled meaning of the provision in a lessee's covenant against assignment, &c., without the lessor's consent, that such consent is not to be unreasonably withheld. The action was brought for arrears of rent due under a lease which contained a covenant by the lessee not to assign the premises without previously obtaining the consent in writing of the lessor, but that such consent should not be unreasonably or arbitrarily withheld to a respectable and responsible assignee. An assignee had been proposed by the lessee and had been refused by the lessor, and the lessee counterclaimed in the action for a declaration that the proposed assignee was a respectable and responsible person, or, in the alternative, for damages for the lessor's breach of covenant in refusing his consent. The legal effect of the qualified covenant against assignment may not be very convenient in practice, but it was settled by *Treloar v. Biggs* (L. R. 9 Ex. 151), and the conclusion there arrived at has been adopted in subsequent cases, notably in *Sear v. House Property Society* (16 Ch. D. 387). "Looking," said Baron AMPHLETT in the former case, "at the place in which the words relied on occur, I think they ought to be construed as a qualification on the covenant of the lessee," and "the true interpretation of the words, I think, is to release the plaintiff from his covenant not to assign without the defendant's assent, if that assent is arbitrarily withheld." In other words, the proviso does not amount to an independent covenant upon the part of the lessor not to withhold his con-

sent, and consequently no damages are recoverable against him whatever may be the inconvenience to which he subjects the lessee by refusing his assent in a case where it ought to be given. The lessee is then free to assign without licence, and the question of the assignee's suitability can only be raised in proceedings by the lessor grounded upon an alleged breach of the lessee's covenant. Thus in *Sear v. House Property Society* (*supra*) the covenant was not to assign or underlease without the lessor's consent in writing, "but such consent not to be unreasonably withheld." The lessee brought an action for damages against a lessor for unreasonably withholding his consent. "I consider," said HALL, V.C., "that the convenient construction is, that the words be construed as not being themselves a covenant to be enforced by damages, but as leaving the lessee to deal with the premises without restriction if the licence of the lessor for permission to assign to a responsible and respectable tenant be unreasonably withheld." The covenant in *Goodwin v. Saturley* appears to have been undistinguishable from that in the case before HALL, V.C., and it is not surprising, therefore, that RIDLEY, J., did not see his way to either giving damages against the lessor or making a declaration of the proposed assignee's respectability.

THE CONDITION precedent to enforcing a right of re-entry or forfeiture for breach of covenant or condition in a lease imposed by the 14th section of the Conveyancing Act, 1881, is not fulfilled until both the lessor has served the prescribed notice on the lessee, and the lessee has failed within a reasonable time thereafter to remedy the breach. The Act, it may be remarked, does not require the notice to specify a reasonable time, or indeed any time, to remedy the breach, but in practice a time is usually specified in the notice. In a notice concerned with more than one breach, the time specified would ordinarily be the time which the lessor thought reasonable for remedy of all the breaches complained of. If, however, the time were found by the court to be (1) in fact insufficient to remedy any of the several breaches complained of, or (2) in fact sufficient to remedy one or more only, but not all the breaches, what would be the effect on the lessor's position? The point was discussed, but not decided, in a recent case before BUCKLEY, J. There lessees under a mining lease had covenanted that they would endeavour to raise certain coal by means of a shaft to be sunk by them, and would within a named time commence to sink the shaft and thereafter continuously and vigorously prosecute the sinking, and would finish the shaft, and so on. The breaches complained of in the notice were (1) not commencing and prosecuting and finishing the shaft, (2) not endeavouring to win the coal, and so on, and the lessees were required to remedy all the breaches within three months after notice. It was admitted that it would take two years to finish sinking the shaft, and it was first vigorously contended for the lessees that the covenant must be read as one and could not be split up, and on this view that the three months given was not a reasonable time, and therefore the notice was bad. The court thereupon asked where the Act said anything about the time given by the notice, and if the time named was unreasonable why should that make the notice bad? BUCKLEY, J., referred to the judgment of the Court of Appeal in *Horsey Estate v. Steiger* (47 W.R. 644; 1899, 2 Q.B. 79), which was delivered by Lord RUSSELL, C.J., and drew attention to his concluding words on this point—"On the whole, therefore, I am of opinion that the notice was bad, and did not comply with the condition precedent to action within section 14 of the Act of 1881"—asking what was that condition precedent? In *Pannell v. City of London Brewery Co.* (48 W.R. 264; 1900, 1 Ch. 496) BUCKLEY, J., himself disposed of this passage in *Horsey Estate v. Steiger* as meaning, not that the notice there was bad, but that the proceedings on the notice were bad, because sufficient time had not been allowed (1900, 1 Ch., p. 503).

IT WAS also contended, as regards the above covenant, that even if it ought to be read as containing several independent obligations, the time was still unreasonable, because it did not permit of compliance with the requisition which it would take longest to comply with. But the court asked why the lessee

had not "failed within a reasonable time to remedy the breach" within the meaning of the Act when he failed to remedy any breach within the time reasonable for the remedy of that breach? It has been decided that a notice under the Act is severable, so that it may be good in respect of one alleged breach and bad in respect of another: *Lock v. Pearce* (41 W.R. 369; 1893, 2 Ch. 271, 280, per LINDLEY, L.J.), *Pannell v. City of London Brewery Co.* The enactment, however, simply speaks of "the breach." If it is right to construe "the breach" there mentioned as applying distinctly and substantively to each of several breaches particularized in one notice, it seems to follow that the other provisions, including that as to "reasonable time," should be similarly construed *reddendo singula singulis*. The result would be that wherever the provisions of the Act are complied with in respect of any one breach alleged, the condition precedent to action in respect to that breach is complied with, and the right of action so arising is not lost through any neglect to comply with the provisions of the Act as regards any other breach alleged in the notice. It may well be, however, that the piecemeal construction of the notice will not find favour, and that it will not be allowed to be pushed to its logical consequences. The authorities generally shew a tendency to give the tenant the benefit of any doubt as to the sufficiency of the notice, and the scope of section 14 has been explained in *Horsey Estate v. Steiger*, and elsewhere, to be that the notice should be such as to give the tenant precise information of what is alleged against him and what is demanded from him, so that he may have the opportunity of considering his position before action brought (1899, 2 Q.B., p. 91): see also *Re Serle* (46 W.R. 440; 1898, 1 Ch. 652), and other cases there cited by KEKEWICH, J.

#### A SPECIAL MANAGER'S RIGHT TO INDEMNITY.

THE course which a receiver and manager must pursue, whether appointed by the court of its inherent jurisdiction, or under statute, or at the instance of a debenture-holder, or other incumbrancer, is always a difficult and sometimes a dangerous one, beset as it is on all sides by pitfalls peculiarly difficult of detection.

The difficulties of the position arise from the fact that it is an anomalous one in several respects, but principally in this, that, while it entails personal responsibility, it does not give unfettered power of management. A receiver and manager, or a special manager, has not unfettered power of management, because, being appointed by the court, he is the servant or officer of the court, subject to the control of the court, and upon any question of doubt or difficulty arising as to the character or details of management he must apply for the directions of the court and act according to its orders: *Re Manchester and Milford Railway* (L.R. 2 Ch., at p. 211) and *Burt v. Bull* (1895, 1 Q.B. 276). But, although such a relationship as this, if it existed between a manager and ordinary persons, would constitute the manager the agent of such persons, the relation of principal and agent does not exist between the receiver and manager and the court so as to relieve the manager from personal responsibility. On the contrary, the court intends by the appointment of a receiver and manager that the receiver and manager so appointed shall appear to the world as the person carrying on the business in the usual way, making himself personally liable on all contracts: *Owen v. Cronk* (1895, 1 Q.B., at p. 271) and *Burt v. Bull* (*supra*). This, however, does not exhaust the burden which a receiver and manager takes upon his shoulders. For it is his duty, since he is appointed for the very purpose of carrying on the business, to enter into such contracts as may be necessary for that purpose: *Taylor v. Neate* (39 Ch.D. 543).

The onerous nature of such a position as that above indicated would be intolerable but for the fact that from the earliest period the courts have fully recognized, as a corollary to the principle of personal responsibility, the principle that a receiver and manager is entitled to look to the assets of the business as an indemnity. It will be found that this principle is enunciated side by side with the principle of personal liability in *Scott v. Nesbit* (14 Ves. 438), one of the earliest cases in which the position of managers is defined. In that case,

at p. 446, it is laid down that "the dealing with the estate creates a personal contract in respect of which the estate is liable"; and, at p. 444, that "for what, in the fair discharge of their duty, they became liable to in respect of the management of the estate, they should be indemnified." That was not a case in which the court had appointed the managers, but in which the assumption of the management had been more or less voluntary. Yet the court recognized that the principle applied. The tendency of recent cases has been to apply the principle of indemnity on the broadest and most liberal lines. In *Owen v. Crenk (supra)*, in which the whole position of a receiver and manager was carefully reviewed by the Court of Appeal, the court summed up the position thus: "When a man is appointed by the court receiver and manager of a business, he knows he is appointed, and he accepts the appointment, upon the terms that he is personally liable to the creditors of that business, and that he will have to account to the court, while at the same time he will be entitled to an indemnity out of the business," and in *Burt v. Bull (supra)* and *Strap v. Bull* (1895, 2 Ch. 1) the same principle obtained the fullest recognition. The most recent and, in some aspects, most striking application of the same principle is to be found in an Irish case, *Ramsay v. Simpson (No. 2)* (1899, 1 Ir. Rep. 194). There a manager appointed by the court in an administration suit continued, with leave of the court, an action begun by the executors to recover a balance claimed in respect of a contract of the testator. The defendants counterclaimed and recovered a sum larger than the sum claimed, and judgment was entered for them for the difference, with costs. The fund in court, however, was insufficient to pay the defendant's costs and those of the manager. In these circumstances the court decided that the manager, who as officer of the court had incurred the expense under the court's directions in endeavouring to benefit the estate, had a prior right to be paid his costs and to be indemnified out of the assets.

Having regard to the time during which this principle has been established and to the weight of the authorities supporting it, it is certainly surprising to find it seriously impugned as it was in *Re A. B. & Co., Ex parte J. M. Richardson (No. 2) ante*, p. 448, a case described by the Master of the Rolls as of "more than a little interest." A bankrupt petition having been presented against an American firm trading both in England and America, the official receiver was appointed *interim* receiver of the firm's property under section 10 of the Bankruptcy Act, 1883, pending the hearing of the petition, and subsequently, on the application of the petitioning creditors, the official receiver appointed a special manager under section 12 of the Act of 1883, which empowers him to make such appointment "if satisfied that the nature of the debtor's estate or business, or the interest of the creditors generally," require it. The petition was subsequently dismissed by the Court of Appeal on the ground that there was no jurisdiction to make it, and the question thereupon arose whether the special manager was entitled to deduct from moneys in his hands, representing the gross receipts of the business during his management, moneys properly expended for wages, &c., in carrying on the business. The registrar having decided against the manager, the question was taken to the Court of Appeal. It was sought to sustain the registrar's decision by the ingenious argument that, the receiving order having been made wholly without jurisdiction, everything done under it was null and void: the manager in consequence was *ab initio* a mere trespasser and, if they chose to call him to account on that footing, liable for conversion of the respondent's goods upon the principle laid down in *Smith v. Baker* (L. R. 8 C. P. 350; see also *Hollins v. Fowler*, L. R. 7 H. L. 757). Further, it was argued that, even if the manager had not been guilty of a wrongful interference and was not strictly a trespasser, yet he was, in the words of Lord BOWEN, in the position of a man who has expended time and money to preserve and benefit the property of another without his request, an expenditure which does not create any lien upon the property saved or benefited, nor create any obligation to repay it: *Fulke v. Scottish Insurance Co.* (34 Ch. D., at p. 248).

It is scarcely too much to say that, if this line of reasoning had prevailed with the court, the position of a manager appointed

by the court, always burdensome, would have become intolerable. He could never be sure that the decision which gave rise to his appointment might not be reversed on appeal, with the result that he would be personally responsible to account as a trespasser without any right to an indemnity against the assets. That he would not have an indemnity against the court is clear, since, as has been pointed out, he is not the agent of the court. Nor could he claim to be indemnified against the persons at whose instance he was appointed, whether, as in this case, petitioning creditors, or anyone else, such as debenture-holders or other incumbancers, since in ordinary cases he is in no sense their agent, but, as has been pointed out, is the officer of the court, and in taking the position accepts personal responsibility. Fortunately the court detected the insidious nature of the argument, and the far-reaching effect of any such decision, and reverted to the broad and well-established principle that a manager, as officer of the court, is always entitled to be indemnified out of the assets. "Even if the order appointing the receiver had been made without jurisdiction," said the Master of the Rolls, "yet the court would never allow his officer to pay more than the balance due from him on taking the account."

It should, finally, be noticed that in taking such account only such expenditure will be allowed out of the assets as has been incurred in the fair discharge of the manager's duty, having regard to the character of the business and the object with which he is appointed. The contracts he enters into must not be of a speculative nature (*Taylor v. Neate, supra*), nor must he make speculative payments (*Re Mersey Railway Co.*, 64 L. J. Ch. 623, where costs of Bill promoting were disallowed). But, with these limitations, it may now be said that a receiver and manager, or any special manager appointed by the court, will always be entitled to the fullest indemnity out of the assets in priority to all other claims.

## CASES OF LAST SITTINGS.

### Court of Appeal.

**CORNWALL v. HENSON.** No. 2. 30th May.

**VENDOR AND PURCHASER—PAYMENT BY INSTALMENTS—FAILURE TO PAY LAST INSTALMENT—ACTS AMOUNTING TO REPUDIATION OF CONTRACT—DAMAGES.**

This was an appeal from a decision of Cozens-Hardy, J. (reported 48 W. R. 42). By an agreement dated the 11th of August, 1892, the plaintiff agreed to purchase from the defendant 5½ acres of land at Pitsea, in Essex, for £150. The purchase-money was to be payable by quarterly instalments of £9 3s. 4d. each, and interest at the rate of 3 per cent. on the principal remaining unpaid was to be paid with each instalment. On default of payment, the whole of the remaining instalments were to become due and payable, but the vendor agreed, on the application of the purchaser, that he would grant an extension of time at an increase of interest to be determined by both parties. The plaintiff was let into possession of the land under the agreement and cultivated it for some time, but did not make it pay. The plaintiff was generally in arrear with payment of the instalments, and from time to time the defendant allowed a postponement, interest being charged at the rate of 5 per cent. The last instalment paid by the plaintiff became due on the 24th of June, 1895, and was paid with interest on the 27th of August, 1895. This left only one instalment due, but from August, 1895, no further payment was made by the plaintiff to the defendant. There was considerable correspondence between the plaintiff and defendant. The defendant requested the plaintiff to pay, but did not in any letter express an intention of treating the contract at an end if default continued to be made. Towards the end of 1896 the plaintiff went away, and letters addressed to him by the defendant were returned to the defendant through the Dead Letter Office. Inquiries made by the defendant at former addresses and from the plaintiff's relations led to no result. The land was in a derelict state, and rates and tithe were unpaid. The land was not worth the total amount of instalments paid by the plaintiff. Under these circumstances the defendant took possession and advertised the property for sale, but not being able to effect a sale, on the 7th of March, 1898, he agreed to let the property to a Mr. Burns, with liberty to erect a house, and with the option to purchase at any time during the term. Burns erected a house, and was still in possession at the trial of the action. The plaintiff now reappeared, and on the 13th of June, 1898, he wrote to the defendant that he was prepared "to make the final instalment and settlement of the ground purchase." Correspondence took place, but nothing resulted from it, and on the 13th of July, 1898, the plaintiff commenced this action, claiming specific performance of the agreement of August, 1892, and damages instead of or in addition to specific performance, or alternatively damages for breach of contract and repayment of the purchase-money with interest. Cozens-Hardy, J., dismissed the action on the ground that the conduct of the plaintiff amounted

erable, to his result as a assets. is clear, the court. s case, venture. is in the officer personal sidious of any established always in order protection," will allow him on

at only been having st with st not just he J. Ch. with r and t, will sets in

to a repudiation of the contract. The plaintiff appealed. On the hearing of the appeal it was admitted that the plaintiff was not entitled to specific performance, and the only question was whether he could recover damages.

THE COURT (WEBSTER, M.R., and RIGBY and COLLINS, L.J.J.) allowed the appeal.

WEBSTER, M.R.—If I could come to the same conclusion on the facts as the learned judge in the court below, I should think his judgment right; but I cannot take the same view of the facts. I do not think on the facts that the learned judge was justified in coming to the conclusion that the purchaser has abandoned his contract. There is a long correspondence, and it is plain that the vendor never brought it to the mind of the purchaser so long as they were in communication. "If you do not pay this instalment, I shall treat this contract as void." Indeed, for eighteen months after default the defendant wrote to the plaintiff claiming payment of this last instalment, which only amounted to £10, on the basis of the contract. I cannot find any evidence of any intention on the part of the plaintiff to abandon his contract, or of any sufficient notice by the defendant to the plaintiff that if the last instalment were not paid within a specified time, the contract must be treated as at an end. I think we should be pressing the law very hard if we were to say that the plaintiff had forfeited his property by failing to pay a single instalment of less than £10. The defendant is not justified in the way he has dealt with the property, and he is liable in damages, which we are asked to assess, and we think justice will be done by awarding the plaintiff £125.

RIGBY and COLLINS, L.J.J., delivered judgments to the same effect.—COUNSEL, Astbury, Q.C., and Greenwood; F. Thompson. SOLICITORS, Edwin, Son, & Edgley; Field, Rose, & Co., for J. H. Mitchell, Worthing.

[Reported by J. I. STIRLING, Barrister-at-Law.]

Re DIXON. HEYNES v. DIXON. No. 2. 17th, 21st, 22nd, and 31st May. HUSBAND AND WIFE—LOAN TO HUSBAND OF SEPARATE PROPERTY—BOND TO SECURE LOAN—BREACH OF CONDITION—INTEREST FROM DATE OF BREACH—DAMAGES—4 & 5 ANNE, c. 16, ss. 12, 13—STATUTE OF LIMITATIONS, 1833 (3 & 4 WILL. 4, c. 42, s. 5).

By a settlement dated the 1st of October, 1847, and made on the intended marriage (which was afterwards solemnized) of Thomas Dixon and Jane Heynes, certain real estate was conveyed to trustees upon trust for sale and for re-investment of the proceeds on real or personal security, and upon further trust to pay the income to the wife for life for her sole and separate use; and after her death to the husband for life; and after the death of the survivor upon certain ultimate trusts. It was also provided that no investment or change of investment should be made during the lives of Thomas Dixon and Jane Heynes, or the life of the survivor of them, without first obtaining his or her consent in writing. The said real estate was ultimately sold, and the proceeds thereof amounted to the sum of £1,928 odd. By a memorandum in writing dated the 12th of February, 1852, the said Jane Heynes authorized the trustees of the settlement to lend this sum of £1,928 to her husband, Thomas Dixon, upon his giving them a bond conditioned for repayment of the said sum with interest thereon at the rate of 4 per cent. per annum. The trustees accordingly lent the said sum to Thomas Dixon, and received from him in return a bond by which he bound himself, his heirs, executors, and administrators, in the penal sum of £3,856 odd, the condition of the bond being that the same should be void on payment to the trustees of the said sum of £1,928 with interest thereon at 4 per cent. per annum on the 13th of August next. The said Thomas Dixon had never paid the said sum of £1,928 nor any interest thereon. The said Thomas Dixon and Jane Heynes lived together in amity till the latter's death in 1876. Thomas Dixon died in 1896, having appointed the defendants the executors of his will. The present action was commenced for the administration of the testator's estate by the present trustees of the settlement, and the plaintiffs claimed payment of the sum of £1,928 with interest thereon at the rate of 4 per cent. per annum from the date of the testator's death. Byrne, J., decided at the trial of the action on the 8th of August, 1899, (1) that the hand to pay and to receive the interest being the same, no payment was necessary, and, therefore, that the Statute of Limitations did not run, and that the bond was still in existence; (2) "that interest is payable as interest and not as damages under a bond having a condition of defeasance to make void the same upon payment of a lesser sum at a day or place certain, even although no express mention of interest is made in the bond; and that there was no just reason for holding that the amount of interest recoverable was diminished by reason only of the bond being conditioned for payment of principal and interest up to or at a certain date." From this decision the defendants now appealed, and it was argued on their behalf (1) that on the condition of the bond being broken, the sum of £1,928 with interest thereon at 4 per cent. up to the 13th of August, 1852, became immediately recoverable, but that anything in the nature of interest after the 13th of August, 1852, was recoverable, if at all, only in the form of damages, for there was no provision in the bond for interest after that date: *Cooke v. Fowler* (L.R. 7 H. L. 27), *Cameron v. Smith* (2 B. & A. 305), *Re Roberts* (14 Ch. D. 49), *Foster v. Weston* (8 Bing. 709), *Hogan v. Page* (1 Bos. & P. 337); (2) that anyhow the claim was barred by the Statute of Limitations, *Stone v. Stone* (18 W.R. 225, L.R. 5 Ch. 74), *Mills v. Borthwick* (13 W.R. 707), *Re Hawes* (41 W.R. 173), *Re Flamanck* (40 Ch. D. 461), and similar cases, being all distinguishable; (3) that this was also a claim against the estate of a dead person, and the onus of shewing that the debt still subsisted was on the respondents: *Re Finch* (23 Ch. D. 267), *Re Hodgson* (31 Ch. D. 177), *Fladong v. Winter* (19 Ves. 196). The respondents, on the contrary, contended (1) that interest was recoverable as such even after the 13th of August, 1852: *Bonafous v. Rybot* (3 Burr. 1370), *Farquhar v. Morris* (7 T.R. 124), *Walters v. Meredith* (3 Y. & O. 264); (2) that the debt was not statute barred: *Caton v. Rideout* (1 Mac. & G. 599), *Carwell v. Franklyn*.

(12 W.R. 1072), *Spickernell v. Hotham* (2 W.R. 638, 1 Kay 669), *Sewer v. Ashwell* (42 W.R. 165; 1893, 2 Q.B. 390), *Amos v. Smith* (1 H. & C. 238).

THE COURT (WEBSTER, M.R., RIGBY and COLLINS, L.J.J.) dismissed the appeal.

RIGBY, L.J.—As it has been argued that a bond within 4 & 5 Anne, c. 16, s. 13, does not carry interest properly so called, but that damages only can be recovered for non-payment of the secured sum, it may be worth while to state the grounds which shew such argument to have no foundation. The Court of Chancery gave relief in cases of penalty and forfeiture for non-payment of a fixed sum on a day certain, on the principle that the failure to pay on a certain day could be compensated sufficiently by payment of principal and interest with costs at a subsequent day. The explanation given by Macclesfield, L.C., in *Peachy v. Duke of Somerset* (1 Stra. 447, at p. 453) has always been received as correct. In *Reynolds v. Pitt* (19 Ves. 134) Eldon, L.C., states the same doctrine, though only after grave doubts which make his ultimate decision of all the more valuable. In the same case he mentions, as the earliest reported authority, the very remarkable case of *Cage v. Russell* (2 Ventris 352). Of course, as the payment of interest was due to the doctrine of the court, it was altogether unimportant whether or not interest was mentioned in the original contract. In the special case of a money bond with a penalty the court therefore held that the true intent of the penalty was to secure payment, with or without interest, of the principal money on the day fixed, and that non-payment was to be compensated for by payment at a subsequent day with interest down to the date of payment. This subsequent interest was therefore held to be due upon the bond, though not mentioned therein. It was, of course, necessary in a large class of cases, including all except those where the penalty was intended to secure a money payment only, to call in a jury to ascertain damages with a view to relief from forfeiture. Cases of this kind were very numerous—e.g., *Sloman v. Walter* (1 Bro. C.C. 418), and in this case the court directed an issue of *quantum damnificatus*, and on the return of the issue relieved from forfeiture on payment of damages and costs. It might have been expected that anyone endeavouring to shew that damages only are recoverable for breach of an agreement to make a money payment would have produced some instance of an issue *quantum indemnificatus* directed in such case. But the authorities actually referred to are uniformly opposed to the contention. The statute 4 & 5 Anne, c. 16, ss. 12 and 13, recognized and confirmed the doctrine of the Court of Chancery in the case of bonds with a penalty, and thenceforth the doctrine became binding on the common law courts. Passing by the weighty and authoritative remarks of Mansfield, L.C., in *Bonafous v. Rybot*, we come to the case of *Farquhar v. Morris*, before Kenyon, C.J. The court, exercising the jurisdiction which, before the statute of Anne, had been exclusively vested in the Court of Chancery, made the precise order which the Court of Chancery would have made—i.e., they referred it to a master to compute principal, interest, and costs. In this case there was no mention of interest in the bond. In *Cameron v. Smith* and *Foster v. Weston* the court, in refusing a claim for interest, and not damages, expressly pointed out, as a reason for refusing the relief sought for, that the instruments there sued upon were not bonds. That seems to me to be equivalent to saying "It is notorious that in respect of a bond within the statute, interest is chargeable, but that is not the case here." In *Amos v. Smith* the court assumed as plain that on a bond within the statute interest was chargeable. I am unable to see the relevancy of the cases cited for the purpose of shewing that interest beyond the amount of the penalty is not recoverable. As to the second point, in *Amos v. Smith* it was held that receipts given by a wife, entitled for her separate use to the interest on a bond payable by her husband, were sufficient evidence of payment of interest on the bond to take the case out of the Statute of Limitations. Here the question is whether there is anything which a court of equity would hold to be equivalent to the receipts given by the wife in *Amos v. Smith*. Now, in equity, when a wife living in amity with her husband allows him to retain money which she might have insisted on having paid to her for her separate use, she is to be assumed to have given to him all arrears of income. *Caton v. Rideout* recognized this proposition. No presumption, however, of an agreement to give the husband future income arises. In this case the wife might, had she been so minded, have maintained by her next friend a suit against her husband and the trustees of the settlement to enforce payment to her of the interest on the bond. To such an action there would have been no defence. The appeal must be dismissed with costs.

WEBSTER, M.R., and COLLINS, L.J., delivered judgments to the same effect.—COUNSEL, Levett, Q.C., and Baker; Haldane, Q.C., and Chris. James. SOLICITORS, Fallows & Rider; Thos. White & Sons.

[Reported by J. E. Morris, Barrister-at-Law.]

### High Court—Chancery Division.

MANCHESTER SHIP CANAL CO. v. MANCHESTER RACECOURSE CO. (LIM.) AND TRAFFORD PARK ESTATES (LIM.). Farwell, J. 29th and 30th May.

VENDOR AND PURCHASER—CONTRACT—"FIRST REFUSAL"—INJUNCTION.

Action for a declaration that the defendants the Manchester Racecourse Co. were not entitled to enter into a contract for the sale of the lands forming the Manchester Racecourse to the other defendants, and for an injunction to restrain them from carrying the agreement into effect. The racecourse lies upon the bank of the plaintiffs' canal, and adjoins the property of the defendants Trafford Park Estates (Limited). By a contract dated the 7th of March, 1893, which was entered into by the plaintiffs and the defendants the racecourse company for the purpose of compromising certain disputes between them, the racecourse company con-

tracted that "If and whenever the lands and hereditaments belonging to the racecourse company and now used as a racecourse shall cease to be used as a racecourse, or should the aforesaid lands and hereditaments be at any time proposed to be used for dock purposes, then and in either of such cases the racecourse company shall give to the canal company the first refusal of the aforesaid lands and hereditaments *en bloc*." This agreement was scheduled to the Manchester Ship Canal (Surplus Lands) Act, 1893 (56 & 57 Vict. c. lxxiii.). On the 10th of August, 1899, the racecourse company were informed of the plaintiffs' intention to apply to Parliament for power to acquire the racecourse for dock purposes, and as a result of negotiations which followed the racecourse company wrote to the plaintiffs and offered to sell the racecourse to them for £350,000 upon certain conditions, asking in the alternative what was the highest price which the plaintiffs were prepared to pay for the racecourse. The plaintiffs, in their reply, neither accepted this offer nor mentioned any other terms, and the racecourse company then declared that the negotiations were at an end, and that they considered themselves at liberty to deal with the property as they thought fit. On the 22nd of December, 1899, the racecourse company entered into an agreement with the Trafford Park Co. to sell to them the racecourse in question for £280,000; but this agreement was expressed to be made subject to the rights of the plaintiffs, and it provided that the racecourse company should have the option of acquiring a racecourse on the property of the Trafford Park Co. For the plaintiffs it was contended that the statute of 1893 had made the agreement of the 7th of March, 1893, valid and binding. The plaintiffs had under the agreement an interest in the land (*Wilmott v. Barber*, 15 Ch. D. 96; *London and South-Western Railway Co. v. Gomm*, 20 Ch. D. 562) which consisted in their right to acquire at a reasonable price—that is, that offered by any other would-be purchaser. The defendants replied that the agreement was void for remoteness and uncertainty; that it was not proved that either of the conditions precedent to the arising of the right of first refusal had been fulfilled; that if they had, an offer of the first refusal had really been made; and whatever the rights of the plaintiffs were, the sale had been made subject to, and was therefore no infringement of, them.

**FARWELL, J.**, after stating the facts, continued as follows: I have first to consider the effect of the Act of 1893. In form this makes the agreement valid and binding, but it has been argued that it merely gives the companies powers to enter into a contract, by providing them with a capacity which they had not before. This view seems to me to involve a *reductio ad absurdum*. The Legislature has power to do whatever it thinks fit, and I cannot hold that it would so stultify itself as to give persons power to make an agreement which would then be void. It has said in terms that it makes the agreement valid and binding. I adopt the view expressed by Jessel, M.R., in *Sevenoaks, Maidstone, and Tunbridge Railway Co. v. London, Chatham, and Dover Railway Co.* (11 Ch. D. 625), that the ordinary doctrine as regards remoteness is, that contracts shall not be held void if it is possible to make them mean something intelligible. There is here not merely an agreement, the performance of which might be waived by the parties, but a statutory obligation which might be enforced by the Attorney-General. I am, therefore, in the position that the Legislature has said that the agreement is valid and binding, and as such I have to construe it. No objection as regards perpetuities was raised to clause 5; and having regard to *London and South-Western Railway Co. v. Gomm*, the words must be construed so as to give an interest in the land as similar as possible to that given in that case. In that case it was a right to purchase at a fixed price; here it is a right to purchase at a price as high as, or higher than, that agreed to be paid by any other purchaser. There are two alternative conditions precedent stated in the contract for the arising of the right of purchase. The first of these is clearly not fulfilled; the second is, "if and whenever the land is proposed to be used for dock purposes." It has been argued that this means proposed by the racecourse company, its successors or assigns. But the clause is in general terms, and in my opinion the proposal may be that of the plaintiffs, and it is the fact that the plaintiffs do so propose to use the land, and consequently one of the conditions precedent is fulfilled. Then comes the question, What is meant by "first refusal"? To my mind a refusal implies an offer, and the offer contemplated by the agreement is an offer at a cash price which someone else is prepared to give. In my opinion no such offer has ever been made to the plaintiffs. The offer made by the Trafford Park Co. to the racecourse company was one which the plaintiffs could never have made. It has been argued that the court had nothing to do with the Trafford Park Co., but as the plaintiffs have an interest in the land the court has jurisdiction to interfere. I shall grant injunctions (1) to restrain the racecourse company from selling the racecourse to any person or company without first offering it to the plaintiffs at the same cash price as the intending purchaser is willing to give; and (2) to restrain the defendants from carrying out their present agreement until such an offer has been made.—COUNSEL, Moulton, Q.C., Lady, Q.C., and Leigh Clare; Warminster, Q.C., Hughes, Q.C., and A. L. Ellis; Upjohn, Q.C., and Stuart Smith. SOLICITORS, Grundy, Krishna, Simson, & Co.; L. Widdrington Byrne, for Taylor, Kirkman, & Co., Manchester; Ashwell, Browning, & Tutin, for Ashwell & Tutin, Nottingham.

[Reported by J. F. ISELIS, Barrister-at-Law.]

### High Court—Queen's Bench Division.

**DRIEFONTEIN CONSOLIDATED MINES (LIM.) v. JANSON.** Mathew, J. 1st June.

**INSURANCE—WAR—CAPTURE PREVIOUSLY TO DECLARATION OF WAR—SEIZURE BY A POWER OF PROPERTY OF ITS OWN SUBJECTS.**

This was an action to recover a loss under an open policy of insurance on bullion at and from the plaintiff's mines near Johannesburg to the United

Kingdom. The policy, which contained the usual capture clause, was effected with the defendant and others, underwriters at Lloyd's. On the 2nd of October, 1899, gold which had been declared under the policy, and which was in course of transit by rail from Johannesburg to the Cape, was seized at Vereeniging by officials of the Transvaal Government, acting under orders. The plaintiffs alleged that the gold was lost through perils insured against—viz., by seizure or theft by the agents of the Transvaal Government. The defendants denied liability on the policy, for reasons which were thus formulated in the points of defence: "The plaintiffs are a limited liability company incorporated according to the laws of, and domiciled within the territories of, the present South African Republic, and are alien enemies of her Majesty, and the loss, if by any peril insured against, was by an arrest, restraint or detainment by the government of the present South African Republic, incidental to actual or expected hostilities against her Majesty, and made for a purpose connected therewith—namely, to supply the said government with funds with which to levy war upon her Majesty as they were then purposing, and shortly afterwards proceeded to do, whereby the plaintiffs' claim herein is for an indemnity which is contrary to public policy, and is altogether barred, and cannot be maintained." It was agreed that for the purposes of the action the Blue Books issued by the government of this country were to be treated as containing all the material evidence, and also that the case was to be dealt with as if the action had been brought after the conclusion of the war.

**MATHEW, J.**, in the course of a considered judgment, said that the Transvaal Government had issued an ultimatum to this country on the 9th of October announcing that if certain demands were not complied with, the conduct of the British Government would be treated as a declaration of war on the 11th of October. It was said on behalf of the defendant that the Transvaal Government were on the 2nd of October resolved to go to war, and that the seizure of the gold on that day was made with the object of obtaining the means of prosecuting the war effectively; that the seizure was therefore like an attack actually made by a belligerent upon enemy's territory. His lordship was clear that there was no state of war on the 2nd of October (see Hall's International Law (4th ed.), p. 63), and there was no evidence of the existence on the 2nd of October of an intention to settle the dispute by force, and in these circumstances the seizure was not a hostile act. Then it was argued that the proclamation of war on the 11th of October dated back to the seizure on the 2nd of October, with the same result as if the seizure had been made after war had been declared. In support of this contention, *The Herstelder* (1 C. Rob. 113) and *The Boesel Lust* (5 C. Rob. 233) were cited. The case was said to resemble that of an embargo laid on alien ships followed by a declaration of war, in which case the embargo would become a capture. There was, however, no analogy between the two cases. In an embargo the property remained in the owner's hands, but here the gold was taken from the plaintiffs' control by seizure *in initium*. The authorities cited related to the acts of a belligerent, and threw no light on this case, where the seizure was by the Transvaal Government of the property of its own subjects. There was no authority for the supposed doctrine of the relation back from the date of the declaration of war to the date of the seizure. There was a further ground of defence raised, that, even if the original seizure was not an act of war, and that a right of action arose as soon as the capture was made, the subsequent war extinguished the liability of the underwriters. The principle contended for was that any contract which operated to protect the enemy's property from the calamities of war was against public policy and illegal, and in support of the principle the following cases were cited: *Furtado v. Rogers* (3 B. & P. 191), *Kellner v. Le Mesurier* (4 East 306), *Gamba v. Le Mesurier* (*ibid.*, 407), *Brandon v. Curling* (*ibid.*, 409), *Duer on Insurance*, vol. 1, p. 414. No doubt it was the law that insurances on ships by English underwriters against English capture was illegal. On the grounds stated in the earlier cases, to permit such insurances would obviously be repugnant to the interests of the state. Capture was intended to defeat and weaken the resources of the enemy, and the contract of indemnity would frustrate that purpose. It was contended that this principle should be extended to include the present case, and that an exception should be written into this policy—viz., the exception of capture by a belligerent government of the property of its own subjects. There was no authority for that contention, and it was obvious that it could not arise when the war was over, on which footing this case was to be treated. The supposed principle would wholly override the well-known rule of law that when both the contract of indemnity was entered into and the loss occurred before the commencement of hostilities the declaration of war only suspended the remedy while the war lasted: *Finnal v. Waters* (15 East 260), *Alcinous v. Nigris* (4 E. & B. 217), *Duer on Insurance*, vol. 1, p. 434. All the grounds of defence therefore failed. With regard to a point raised by the plaintiffs, that the plaintiff company was not an alien enemy on the ground that the majority of the shareholders were not Transvaal subjects, his lordship held that the company, being incorporated under the Transvaal law, must be treated as a Transvaal subject, and it was clear from the decision of Story, J., in *Society for the Propagation of the Gospel v. Wheeler* (2 Gall. 104), that a company might be treated as an alien enemy. Judgment for the plaintiffs.—COUNSEL, Lawson Walton, Q.C., Carver, Q.C., and Scrutton; Joseph Walton, Q.C., Lord Robert Cecil, Q.C., and J. A. Hamilton. SOLICITORS, W. A. Ormrod & Son; Waltons, Johnson, Bubb, & Whatton. [Reported by F. O. ROBINSON, Barrister-at-Law.]

**HAWKINS AND OTHERS v. GOOD AND OTHERS, JUSTICES OF THE BOROUGH OF BRIDGWATER.** Div. Court. 22nd May.

**LICENSING—RENEWAL—GENERAL ANNUAL LICENSING MEETING—PROCEEDINGS WHERE NO NOTICE OF OPPOSITION—OBJECTION MADE AT GENERAL LICENSING MEETING—LICENSING ACT, 1872 (35 & 36 VICT. c. 94), s. 42.**

This was a case stated by the justices of the county of Somerset in

quarter sessions. It involved a question under section 42 of the Licensing Act, 1872, which provides as follows: "Where a licensed person applies for the renewal of his licence the following provisions shall have effect: (1) He need not attend in person at the general annual licensing meeting unless he is required by the licensing justices so to attend; (2) the justices shall not entertain any objection to the renewal of such licence, or take any evidence with respect to the renewal thereof, unless written notice of an intention to oppose the renewal of such licence has been served on such holder not less than seven days before the commencement of the general annual licensing meeting, provided that the licensing justices may, notwithstanding that no notice has been given, on an objection being made, adjourn the granting of any licence to a future day, and require the attendance of the holder of the licence on such day, when the case will be heard and the objection considered, as if the notice hereinbefore prescribed had been given . . . ." Section 26 of the Licensing Act, 1874, provides *inter alia* as follows: "A notice of an intention to oppose the renewal of a licence served under section 42 of the principal Act shall not be valid unless it states in general terms the grounds on which the renewal of such licence is to be opposed." The appellant Hawkins was the tenant of a beerhouse known as "The Mariners' Compass," in Bridgwater, which was licensed as such prior to the 1st of May, 1869, for consumption on the premises. Prior to the general annual licensing meeting for Bridgwater of 1899, which was held on the 28th of August, no notice of objection to the renewal of the licence of the beerhouse had been served on the appellant and he did not attend the meeting, nor was he requested to do so. At the meeting the head constable for Bridgwater presented his annual report (which was read in open court) as to offences committed by licensed victuallers in and about licensed premises during the year. In the report was the following passage: "It is my pleasure to report a decrease in the charges of drunkenness during the year, and also that the licensed houses generally have been well conducted, but I respectfully ask that the renewal of the licence of the Mariners' Compass beerhouse, Saint Mary-street, may be withheld until the adjourned meeting." No objection to the renewal was in fact then made, and no ground of objection then stated. The justices thereupon directed the matter to stand over until the 25th of September following. On the 7th of September, 1899, two summonses were issued against Hawkins, the one for permitting his licensed premises to be the resort of prostitutes on the 28th of August, 1899, and the other for permitting the licensed premises to be a brothel on the 2nd of September, 1899. The fact that the justices had directed the matter to stand over was personally brought to Hawkins' notice a day or two after the 28th of August, 1899, and he was at the same time told that the charges contained in the summonses would be preferred against him. Hawkins was convicted on the first of the two summonses on the 18th of September, and the conviction was ordered to be endorsed on the licence. The second summons was withdrawn. On the 21st of September the justices served on Hawkins a notice requiring him to attend at the adjourned annual licensing meeting if he intended to apply for the renewal of his licence. At the adjourned annual licensing meeting the head constable objected to the renewal of the licence, and Hawkins, who attended with his solicitor, objected that the justices had no jurisdiction to entertain any objection to the renewal on the ground (1) that no notice in writing of objection to the renewal or of intention to oppose the renewal had been served upon him as required by section 42 of the Act of 1872; (2) that no notice in writing of the grounds of objection had been served upon him as required by section 26 of the Licensing Act of 1874, taken in conjunction with the previous Act; and (3) that no objection to the renewal of the licence was made at the general annual licensing meeting on the 28th of August within the meaning of the proviso of section 42 (2) of the first mentioned Act. The justices overruled Hawkins' objection, and having heard the evidence, refused to renew the licence. The appellants appealed to the quarter sessions, who dismissed the appeal subject to this case, the question for the opinion of the court being whether the request of the head constable that the renewal of the licence should be postponed was an objection within the proviso of section 42 (2) of the Licensing Act, which, coupled with the notice to Hawkins to attend at the adjourned meeting, conferred jurisdiction on the justices to hear the objection at the adjourned meeting without other notice of objection or of the grounds of objection. It was contended on behalf of the appellants that no objection was made at the general annual licensing meeting, and that such an objection was a condition precedent to the operation of the proviso. *Reg. v. Justices of Merthyr Tydfil* (14 Q. B. D. 584) was referred to.

THE COURT (RIDLEY and BIGHAM, JJ.) dismissed the appeal.

RIDLEY, J., said that he had come to the conclusion that an objection was made at the general annual licensing meeting within the meaning of the proviso of section 42 (2) of the Licensing Act, 1872. No formal objection was made in the sense that someone got up and said, "I object to the renewal of this licence"; but, upon the head constable requesting the justices to postpone the granting of the licence, they treated that as an objection, and, acting under the section, they adjourned the granting of the licence. That was the way, too, in which the head constable regarded the matter, though he had not then made up his mind as to the course he should adopt, because he was waiting for the result of the proceedings about to be taken against Hawkins. The correct view, therefore, of what took place was that an objection was duly made, and, the rest of the proceedings being in order, they must hold that the Act had been complied with, and the justices had jurisdiction to hear the objection.

BIGHAM, J., said that in his opinion an objection was made before the justices at the general annual licensing meeting. The effect of what the head constable did was to object to that being done on that day which could otherwise have been done—that is to say, the granting of a renewal of the licence. What was that but an objection? Further, the justices treated it as an objection, for they did that which had to be done if an

objection was made. They adjourned the granting of the licence, and required the attendance of the applicant at the adjourned meeting. This they did in order that they might comply with section 42. They would fritter away the provisions of the Act if they were to hold that this was not an objection. It was intended to be such, and was acted on by the justices as such.—COUNSEL, *Foste, Q.C.*, *F. E. Weatherley*, and *Haythorne Reed*; *Duke, Q.C.*, and *D. Metcalfe*. SOLICITORS, *Prideaux & Sons*, for *Charles E. Hagon*, Bridgwater; *Prior, Church, & Adams*, for *W. Brice*, Bridgwater.

[Reported by C. G. WILBRAHAM, Barrister-at-Law.]

**SHERARD v. GASCOIGNE.** Div. Court. 30th May.

**GROUND GAME—AGREEMENT BY OCCUPIER NOT TO KILL—VALIDITY—GROUND GAME ACT, 1880 (43 & 44 VICT. c. 47) s. 3.**

This case was referred to the court to decide a preliminary point of law raised upon the pleadings. The statement of claim alleged that in January, 1895, the plaintiff became, and had since continued to be, the tenant to the defendant of two farms in Yorkshire; that during the negotiations for the tenancy the defendant's agent represented to the plaintiff that the defendant was devoted to shooting, and, with a view to induce the plaintiff to leave the ground game on the farms unshot and undisturbed for the defendant's benefit, the agent, in the defendant's behalf, promised that in the event of the plaintiff so doing, the defendant would compensate the plaintiff for all damage done to the plaintiff's crops by the ground game; that the plaintiff was induced by the said promise to accept the tenancy, and during the year 1898, in reliance upon and induced by the said promise, allowed the ground game on the farms to go unshot and undisturbed for the benefit of the defendant, who ultimately shot over the farms; and that the growing crops of the plaintiff were damaged by the ground game. The defendant pleaded that the agreement alleged in the statement of claim, if made, was void by virtue of section 3 of the Ground Game Act, 1880. This was the preliminary point of law to be decided. Section 1 of the Ground Game Act, 1880, declares that "every occupier of land shall have as incident to and inseparable from his occupation of the land the right to kill and take ground game thereon, concurrently with any other person who may be entitled to kill and take ground game on the same land," and section 3 provides that "every agreement, condition, or arrangement which purports to divest or alienate the right of the occupier as declared, given, and reserved to him by this Act, or which gives to such occupier any advantage in consideration of his forbearing to exercise such right, or imposes upon him any disadvantage in consequence of his exercising such right, shall be void." In support of the defendant's plea *Anderson v. Vicary* (1899, 2 Q. B. 437) was cited. On behalf of the plaintiff it was contended that the agreement was divisible, and that that part of it by which the defendant undertook to compensate the plaintiff for damage done to his crops was good.

THE COURT (DARLING and BUCKNILL, JJ.) gave judgment for the defendant and dismissed the action.

DARLING, J., said that the alleged agreement was one which purported to alienate the right of the occupier to kill and take the ground game, and also purported to give him an advantage in consideration of his forbearing to exercise that right. It came within the words of the Act, and the whole agreement was, therefore, absolutely void.

BUCKNILL, J., concurred.—COUNSEL, *Scott Fox, Q.C.*, and *H. T. Kemp*; *Macaskie and C. Walsh*. SOLICITORS, *Williamson & Son*, for *Perkin & Perkin*, York; *Vincent & Vincent*, for *North & Sons*, Leeds.

[Reported by C. G. WILBRAHAM, Barrister-at-Law.]

\* \* \* In the report last week (*ante*, p. 502) of *Born v. Turner*, it should have been stated that Mr. Alfred Slater, of No. 70, Finsbury-pavement, London, was solicitor for the defendants in the action and in the third party proceedings. In the Honours List in the same issue Mr. Slater is described as "of Leeds," following, we believe, the official list forwarded to us. Mr. Slater does not practise at Leeds.

## NEW ORDERS, &c.

LONDON GOVERNMENT ACT, 1898.

Privy Council Office, Whitehall, May 15, 1900.

Notice is hereby given that her Majesty in Council was this day pleased to approve of the following Orders which have been made under the provisions of the above-mentioned Act: (1) Orders constituting the metropolitan boroughs respectively of Battersea, Bermondsey, Bethnal Green, Camberwell, Chelsea, Deptford, Finsbury, Fulham, Greenwich, Hackney, Hammersmith, Hampstead, Holborn, Islington, Kensington, Lambeth, Lewisham, Paddington, Poplar, St. Marylebone, St. Pancras, Shoreditch, Southwark, Stepney, Stoke Newington, Wandsworth, Westminster, Woolwich. (2) Orders fixing the number and boundaries of the wards, and the number of councillors assigned thereto, of the metropolitan boroughs respectively of Bermondsey, Bethnal Green, Camberwell, Chelsea, Deptford, Fulham, Greenwich, Hammersmith, Hampstead, Islington, Kensington, Lambeth, Poplar, St. Marylebone, St. Pancras, Shoreditch, Southwark, Wandsworth. (3) Orders dealing with detached parts of parishes entitled (I.) the London (St. George, Hanover-square, Detached) Order in Council, 1900; (II.) the London (Chelsea Detached) Order in Council, 1900; (III.) the London (Clerkenwell Detached) Order in Council, 1900; (IV.) the London (St. Andrew, Holborn, and St. Martin-in-the-Fields Detached) Order in Council, 1900; (V.) the London (Clapham Detached) Order in Council, 1900; (VI.) the London (Mitcham Detached)

Order in Council, 1900; (VII.) the London (Putney Detached) Order in Council, 1900; (VIII.) the London (Streatham Detached) Order in Council, 1900; and (4) two orders entitled the London (Penge) Order in Council, 1900, and the London (South Hornsey) Order in Council, 1900. Copies of any of the above-mentioned Orders in Council can be obtained, on payment, at Messrs. Eyre & Spottiswoode, East Harding-street, Fleet-street, E.C. (*London Gazette*, June 5, 1900).

## LAW STUDENTS' JOURNAL.

### LAW STUDENTS' DEBATING SOCIETY.

The annual meeting of the Law Students' Debating Society was held at the Law Institution, Chancery-lane, on the 8th of May, 1900, Mr. W. Arnold Jolly in the chair, when the following members were elected officers for the ensuing session—viz., Treasurer, Mr. W. Arnold Jolly; joint secretaries, Mr. E. T. Close and Mr. Frank H. Stevens; reporter, Mr. J. D. A. Johnson; committee, Messrs. G. H. Daniell, A. H. H. Richardson, William V. Ball, and R. P. Johnson.

All communications for the secretaries should be addressed to Mr. Frank H. Stevens, 7, King-street, Cheapside, E.C.

## LEGAL NEWS.

### OBITUARY.

The death is announced of Mr. CHARLES ST. CLARE BEDFORD, the Chapter Clerk of Westminster Abbey, at the age of ninety years. Mr. Bedford was admitted in 1833, and was, therefore, one of the fathers of the profession. He was coroner for the City and Liberties of Westminster, and had for forty-six years held the office of Chapter Clerk to the Dean and Chapter of Westminster.

### APPOINTMENTS.

Mr. SAMUEL BROWNLAW GRAY, C.M.G., barrister-at-law (Attorney-General), has been appointed Chief Justice of the Bermudas or Somers' Islands.

Mr. REGINALD GRAY, barrister-at-law, has been appointed Attorney-General of the Bermudas or Somers' Islands.

### GENERAL.

We understand that Mr. Harvey Clifton, of 4, New-court, Lincoln's-inn, is likely to become a candidate for a seat on the Council of the Incorporated Law Society.

For the proposed new lord to represent Canada in the Privy Council Court, says the *St. James's Gazette*, the names so far mentioned are Chief Justice Strong, of the Supreme Court; Mr. David Mills, Minister of Justice; and Mr. Fitzpatrick, the Solicitor-General.

A correspondent writes: "There is a rumour as to building supplementary courts on the space opposite the new Bankruptcy Court. Whether it is necessary or not, the building must spoil the other buildings more or less. Should not a skeleton structure be put up first, so that people may see what is proposed?"

A prolix and pompous Missouri lawyer, defending a negro, was, says the American journal *Case and Comment*, selecting a jury of white men. He had asked numberless needless questions when the judge said: "Come, now, Mr. C——, you will be examining the jurors' teeth next. Hurry along. Let's get through with this nonsense." "Well," said the lawyer, "just one more general question. Are any of you in any way related to the defendant at the bar?"

The gown question has been of late settled in New York in favour of the judges wearing black silk gowns, but it is, says the *Albany Law Journal*, still under discussion in New Jersey. The wearing of court regalia was abolished in that State in 1791, the minutes of the Supreme Court shewing that on the 11th of May of that year the counsellors of the court presented a formal petition "that inasmuch as the wearing of bands and bar gowns is found to be troublesome and inconvenient, and also deemed by your petitioners altogether useless, the rule of this court made for that purpose may be vacated." The rule was ordered vacated, and since then republican simplicity has been the order of the day in the courts of New Jersey. But, although the New Jersey judges are reported to be almost unanimous in their opposition to the revival of gowns, the New Jersey bar, headed by the Attorney-General, who is president of the State Bar Association, seems to be in favour of the adoption of gowns by the bench, and the probability is that the judges will ultimately be persuaded to acquiesce.

The probate and matrimonial causes set down for trial during the Trinity Sittings will be taken in the following order:—Undefended matrimonial causes will be taken on Tuesday, the 12th of June, and Wednesday, the 13th of June, and each Monday during the sittings after motions. Common jury causes will be taken on and after Thursday, the 14th of June. Probate and matrimonial common jury causes will form one list, and be taken in the order in which they are set down. Probate and defended matrimonial causes for hearing before the court itself will be taken after the common juries are finished and may also be taken in Court II. after the 18th of June, when Admiralty cases are not appointed to be heard. Probate and defended matrimonial causes will form one list and be taken in the order in which they are set down. Special jury causes will

be taken on and after Wednesday, the 4th of July. Probate and matrimonial special jury causes will form one list and be taken in the order in which they are set down. A Divisional Court will sit on Tuesday, the 3rd of July. Motions and summonses—Motions will be heard in court at 11 o'clock on Monday, the 18th of June, and on each succeeding Monday during the sittings, and summonses before the judge will be heard at half-past 10 o'clock on Saturday, the 16th of June, and on each succeeding Saturday during the sittings. Summonses before the registrar will be heard at the Probate Registry, Somerset House, on each Tuesday and Friday during the sittings at half-past 11 o'clock. All papers for motions on Mondays must be left in the contentious department of the Principal Probate Registry at Somerset-house before 2 o'clock p.m. on the preceding Wednesday.

The correspondence in the *Times* with regard to solicitors and finance continues. Mr. W. D. Freshfield, writing on the 1st inst., points out that Sir George Lewis's proposal that the Incorporated Law Society shall undertake the prosecution of criminal solicitors is attended with great difficulty. "A prosecution, or a series of prosecutions, such as Sir George shadows out and appears to advocate will be much more costly than would be gathered from his letter to the *Times* of the 28th. The Incorporated Law Society have not the funds to do this. They certainly could not ask their 8,000 members to supply funds to be applied in the prosecution of the defaulting members of the whole profession, whether members of the society or not. This is clearly work which should be done by a Public Prosecutor. If it were thought right that solicitors should be taxed to provide the necessary funds the annual duty paid by solicitors to Government on their certificates might be increased. This would have to be done by Government; for I cannot suppose that the whole body of solicitors would allow the Incorporated Law Society, or any other private body, to levy a tax, the proceeds of which would be applied to doing that which the law of England imposes on the executive Government, and which is supposed to be provided for in the general taxation. The Incorporated Law Society have never been slack to do their duty in purifying their own body, when the law has done its duty; but the Incorporated Law Society is not a department of the Government, nor is it a Public Prosecutor, and if the Government wish it to accept that position it must say so and make the proper provisions." To this Sir George Lewis rejoins in a long letter dated the 5th inst., in which he says: "I do not propose to argue with Mr. Freshfield the question as to whether members of the society would contribute to a fund to prosecute defaulting solicitors. He thinks they would not. I do not agree with him; but on the question of expense I should like to call his attention to the Law Society's last balance-sheet. The income is £35,818, and a credit balance is shewn on the account of £573 10s. 5d. There appear, however, two items of expenditure under the headings—new drainage, £4,221 12s. 1d., installation of electric light, £1,214 6s. 2d.—a total of £5,435 18s. 3d. I am entitled to assume that these items will not recur, and that the balance in other years will be in all probability £5,000 or thereabouts, a sum far in excess of what would be necessary to meet the expense of prosecutions." Sir George adds two further suggestions as a safeguard against dishonest solicitors. "At present when property is sold the purchaser entrusts the money to his solicitor, who pays it over on completion to the solicitor to the vendor. Very often this money is left by the vendor in his solicitor's hands for investment. I would suggest that in such cases the money should not pass through the hands of either solicitor but the price should be paid by a banker's draft drawn in favour of the vendor's banker, at whose banking-house the purchase should be completed. My other suggestion is that when a trustee or executor has trust funds to invest there is no necessity for the payment for the securities to be made through the solicitor; but, if only the simple method were adopted of directing the banker to purchase the securities and only pay against their delivery, all possibility of loss in such cases would disappear."

**NOTTINGHAM CORPORATION THREE PER CENTS.**—The Bank of England is authorized to receive applications at 96 per cent. for an issue of £504,000 Three per Cent. Redeemable Stock of the Nottingham Corporation. The loan is required to discharge present and prospective indebtedness for tramways, waterworks, and town improvements. Interest will be payable half-yearly at the Bank of England on the 1st of May and the 1st of November, and the stock will be redeemed at par in 1960, or at the option of the Corporation, on and after 1920, unless previously cancelled by agreement.

## COURT PAPERS.

### SUPREME COURT OF JUDICATURE.

#### ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	APPEAL COURT No. 2.	Mr. Justice STERLING.	Mr. Justice KEKEWICZ.	Mr. Justice PUGH.
Monday, June .....11	Mr. Jackson	Mr. Greswell	Mr. Pugh	
Tuesday .....12	Pemberton	Church	Beal	
Wednesday .....13	Jackson	Greswell	Pugh	
Thursday .....14	Pemberton	Church	Beal	
Friday .....15	Jackson	Greswell	Pugh	
Saturday .....16	Pemberton	Church	Beal	

Date.	Mr. Justice BYRNE.	Mr. Justice COOKE-HARDY.	Mr. Justice FARWELL.	Mr. Justice BUCKLEY.
Monday, June .....11	Mr. Lavie	Mr. Farmer	Mr. Godfrey	Mr. Leach
Tuesday .....12	Carrington	King	Leach	Godfrey
Wednesday .....13	Lavie	Farmer	Godfrey	King
Thursday .....14	Carrington	King	Leach	Farmer
Friday .....15	Lavie	Farmer	Godfrey	Church
Saturday .....16	Carrington	King	Leach	Greswell

## HIGH COURT OF JUSTICE—QUEEN'S BENCH DIVISION.

MASTERS IN CHAMBERS FOR TRINITY Sittings, 1900.

A to F—Mondays, Wednesdays, and Fridays, Master Johnson; Tuesdays, Thursdays, and Saturdays, Master Pollock.

G to N—Mondays, Wednesdays, and Fridays, Master Lord Dunboyne; Tuesdays, Thursdays, and Saturdays, Master Macdonell until July 21 inclusive, after that date Master Walton.

O to Z—Mondays, Wednesdays, and Fridays, Master Archibald; Tuesdays, Thursdays, and Saturdays, Master Wilberforce.

A to F—All applications by summons or otherwise in actions assigned to Master Kaye are to be made returnable before him in his own room, No. 181, at 11.30 a.m. on Mondays, Wednesdays, and Fridays.

G to N—From the commencement of the sittings until the 21st of July inclusive, all applications by summons or otherwise in actions assigned to Master Walton are to be made returnable before the masters of the Division.

O to Z—All applications by summons or otherwise in actions assigned to Master Manley Smith are to be made returnable before him in his own room, No. 114, at 11.30 a.m. on Tuesdays, Thursdays, and Saturdays.

The parties are to meet in the ante-room of Masters' Chambers, and the summonses will be inserted in the printed list for the day after the summonses to be heard before the master sitting in chambers, and will be called over by the attendant on the respective rooms for a first and second time at 11.30, and will be dealt with by the master in the same manner as if they were returnable at chambers.

BY ORDER OF THE MASTERS.

## THE PROPERTY MART.

SALES OF THE ENSUING WEEK.

June 12.—Messrs. DAVID BURNETT & Co., at the Mart:—Wood Green: Freehold Ground-rents amounting to £90 per annum, secured upon 12 Houses. Solicitors, Messrs. Bramall, White, & Sanders, London.—North Cheam, Surrey: Freehold Estate of 81 acres, half of which is well adapted for building purposes, and the remainder for brick-making, 1½ miles from London. Solicitors, Messrs. Willett & Sandford, London.—Bond-street, W.: Commanding Business Premises, 27 and 29, Brook-street; let at rental amounting to £200 per annum, held from the Corporation of the City of London. Solicitors, H. S. Holt, Esq., London.—Lewisham: Freehold Ground-rents amounting to £15 per annum, secured from the Corporation of the City of London. Solicitors, H. S. Holt, Esq., London.—Rutland-gate, Knightsbridge: Freehold Building Land, comprising the site of Stratheden House, having a frontage to the main Kensington-road of 120ft. 6in., and a side frontage to Rutland-gate of 39ft. 6in., comprising an area of nearly one acre, adapted for the erection of an hotel or large blocks of residential flats. Solicitors, Messrs. Beldam & Adcock, Bradford, or Messrs. Wynne, Baxter, Keeble, London. (See advertisement, June 2, p. 503.)

June 13.—Messrs. DOUGLAS YOUNG & Co., at the Mart, at 2:—Camberwell: Freehold House, let at 12s.; Four Leasehold Houses, let at 12s. and 12s. 6d. per week each. Solicitors, Messrs. Courtenay, Croome, Son, & French, London.—Sydenham (with possession): Residence, close to London, Brighton, and South Coast Railway Station; rental value £200. Solicitors, Messrs. Burgess, Cosen, & Co., London.—Forest Hill: Two Residences; rental value £200 and £25. Solicitors, Messrs. Marshal & Co., London.—Forest Hill: Freehold Ground-rents, amounting to £77 per annum, secured upon seven residences. Solicitors, Messrs. Gustavus Thompson & Co., London.—Clapham: No. 4, Carlton-mansion; let at £125. Also Detached Corner Residence; rental value £70.—Fulham Corner Shop and Dwelling-house; rent, £30.—Brixton: Shop, 118, Acre-lane; let at £25.—Barlfield: Corner Shop; let at £20. Also Weekly House, producing £26 8s.—West Norwood: Five Villas; let at £30 per annum each. Solicitors, Messrs. Cornells, Mossop, & Berney, London.—Two Policies of Assurance, for £400 and £1,000; lady aged 70 years.—Horley, Surrey: Freehold Property, Tanner's Farm, Balcombe-road, comprising two-storyed house, stabling, and out-buildings, covering in all an area of about 32 acres. Solicitor, Alfred Withers, London. (See advertisement, June 2, p. 5.)

## RESULT OF SALE.

SALES OF REVERSES AND LIFE POLICIES.

Messrs. H. E. FOSTER &amp; CRANFIELD held their usual bi-monthly sale (No. 663) of these interest at the Mart, E.C., on the 7th inst., some of the results being as follows:

## REVERSES:

Absolute to £2,000, being a First Charge on a Trust Fund of ample value; life 68 ... £1,375

Absolute to £4,888 London and North-Western Railway Co. 4 per Cent.

Preference Stock; life 71 ... 4,850

LIFE POLICY for £5,000 in the Law Life; life 60 ... 3,500

## WINDING UP NOTICES.

London Gazette.—FRIDAY, June 1.

## JOINT STOCK COMPANIES.

## LIMITED IN CHANCERY.

AGAMEMNON, LIMITED (IN LIQUIDATION)—Creditors are required, on or before Aug 1, to send their names and addresses, and the particulars of their debts and claims, to Charles Caryl Baker, 1, Gresham bridge, Basinghall street, London.

BRITISH PETROLEUM AND FUEL CO., LIMITED (IN LIQUIDATION)—Creditors are required, on or before July 21, to send their names and addresses, and particulars of their debts or claims, to J. Montagu Pates, 57, Moorgate st, Bishopsgate, London, solicitor for liquidator.

BRITISH STEEL BALL SYNDICATE, LIMITED (IN LIQUIDATION)—Creditors are required, on or before July 12, to send their names and addresses, and the particulars of their debts or claims, to A. R. Lancaster, 71, Temple row, Birmingham. Whitelock, Birmingham, solicitor to liquidator.

COLONIAL DEVELOPMENT CORPORATION, LIMITED—Creditors are required, on or before July 14, to send in their names and addresses, and the particulars of their debts or claims, to H. T. Hallamore, 11, Clement's lane.

CONNAUGHT GRANITE QUARRIES, LIMITED—Creditors are required, on or before June 21, to send their names and addresses, and the particulars of their debts or claims, to Percy Mason, 64, Gresham st, King & Co., Barbican, solicitors for liquidator.

ESMOND CYCLE SADDLE CO., LIMITED—Petra for winding up, presented May 22, directed to be heard June 13. Booth & Snee, Norfolk House, Victoria Embankment, solicitor for petitioner. Notice of appearing must reach the above-named not later than six o'clock in the afternoon of June 13.

GUARANTY AND GENERAL TRADING CORPORATION, LIMITED—Petra for winding up, presented May 29, directed to be heard on June 13. Ward & Co., 7, King st, Cheapside, solicitors for petitioner. Notice of appearing must reach the above-named not later than six o'clock in the afternoon of June 13.

KNIGHTHAL CO., LIMITED—Petra for winding up, presented May 26, directed to be heard on June 13. Upton & Co., 14, Austin Friars, solicitors for petitioners. Notice of appearing must reach the above-named not later than six o'clock in the afternoon of June 13.

MURKEDAS MINING CO., LIMITED—Creditors are required, on or before June 30, to send their names and addresses, and the particulars of their debts or claims, to Robert Ferguson Miller, Bartlow-in-Furze.

NEW SOUTH WALES GOLD FIELDS, LIMITED (IN LIQUIDATION)—Creditors are required, on or before July 2, to send their names and addresses, and the particulars of their debts or claims, to James Stewart, Winchester House, Old Broad st, Burn & Berridge, 11, Old Broad st, solicitor for liquidator.

NOTTINGHAM CABINET MAKERS' GUILD CO-OPERATIVE PRODUCTIVE SOCIETY, LIMITED—Creditors are required, on or before June 29, to send their names and addresses, and the particulars of their debts or claims, to John Jones Morris, 20, Fletcher gate, Nottingham.

SOUTHERN STATE GOLD FIELD DEVELOPMENT CO., LIMITED—Creditors are required, on or before July 14, to send their names and addresses, and the particulars of their debts or claims, to H. H. Montague Smith, 28, Victoria st, Westminster.

STEAMSHIP "PLANET MERCURY" CO., LIMITED—Creditors are required, on or before July 14, to send their names and addresses, and the particulars of their debts or claims, to Ralph Watt Leyland, 19 and 20, Exchange bridge, Liverpool. Hill & Co., Liverpool, solicitors to liquidator.

T. C. TURNER & CO., LIMITED—Creditors are required, on or before June 30, to send their names and addresses, and the particulars of their debts or claims, to Stanley Howard Bersey, 41, Coleman st.

WALKERS BOLTON BREWERY CO., LIMITED—Creditors are required, on or before June 30, to send their names and addresses, and the particulars of their debts or claims, to Frederick Cooper, 12, Bowker's row, Bolton. Walker, Bolton, solicitor to liquidator.

WINPENNY & WILCOX, LIMITED—Creditors are required, on or before June 30, to send their names and addresses, and the particulars of their debts or claims, to A. Duncan Barber, Alliance-chambers, George-st, Liverpool.

YORUBA SYNDICATE, LIMITED (IN VOLUNTARY LIQUIDATION)—Creditors are required, on or before July 2, to send their names and addresses, and the particulars of their debts or claims, to Herbert George Rastall, 124, Chancery-lane.

## UNLIMITED IN CHANCERY.

CORK COMPANY—Petra for winding up, presented May 28, directed to be heard June 13. C. J. Parker, Monument sq, chamber, solicitor for petitioners. Notice of appearing must reach the above-named not later than six o'clock in the afternoon of June 13.

London Gazette.—TUESDAY, June 5.

## JOINT STOCK COMPANIES.

## LIMITED IN CHANCERY.

BRITISH, COLONIAL, AND FOREIGN SECURITIES CORPORATION, LIMITED—Petra for winding up, presented June 1, directed to be heard on June 13. Simpson & Co., 27, King st, Cheapside, for Simpson & Simpson, Leeds, solicitors for petitioners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of June 13.

NATIONAL TRADING CORPORATION, LIMITED—Petra for winding up, presented May 31, directed to be heard on June 13. Beyfus & Beyfus, 69, Lincoln's inn fields, solicitors for petitioners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of June 13.

WIRRAL TRAMWAY CO., LIMITED (IN LIQUIDATION)—Creditors are required, on or before July 7, to send their names and addresses, and the particulars of their debts or claims, to Messrs. Lee & Hassall, 6, Lord st, Liverpool.

## FRIENDLY SOCIETIES DISSOLVED.

BELVOIR 22 LOAN CLUB, 15, Kirkby st, Nottingham. May 28

BRASSTED WORKING MEN'S CLUB AND INSTITUTE, Club, Brasstet, Kent. May 28

CILGWYN BENEFIT SOCIETY, Cilgwyn Arms Inn, Pontwelly, Llandysul, Carmarthen. May 29

GRIGORY'S LOAN SOCIETY, LIMITED, Old Wine Vaults, Ilkeston Derby. May 28

MANCHESTER PAST GRANDE' PROVIDENT ASSOCIATION OF THE NATIONAL INDEPENDENT ORDER OF ODDFELLOWS, Prince & Hot-l, John Dalton st, Manchester. May 28

ST. SAVIOUR'S FRIENDLY BENEFIT SOCIETY, St. Saviour's School, Downing st, Everton, Liverpool. May 28

TRUE BLUE LODGE 196 GRAND PROTESTANT ASSOCIATION OF LOYAL ORANGEMEN'S FRIENDLY SOCIETY, Swan Hotel, Haslington, Manchester. May 30

WARNING TO INTENDING HOUSE PURCHASERS AND LESSERS.—Before purchasing or renting a house have the Sanitary Arrangements thoroughly Examined, Tested, and Reported upon by an Expert from The Sanitary Engineering Co. (H. Carter, C.E., Manager), 65, Victoria-street, Westminster. Fee quoted on receipt of full particulars. Established 23 years. Telegrams, "Sanitation."—[ADVT.]

TO SOLICITORS, REAL ESTATE OWNERS, AND REPRESENTATIVES.—We obtain Best Prices for all Quantities of Second-hand and Defective Rails, Scrap Iron, Old Plant, &c. We undertake to SELL for Clients, at a moderate commission, or to Purchase outright where necessary, all Iron, Steel, and Heavy Goods, Castings, &c. Highest references. Write or wire—MORDAUNT LAWSON & CO., Workington, Cumberland (Telegrams: Mordaunt, Workington; Telephone: No. 9), and Branches at Belfast, Birmingham, Carlisle, London, Liverpool, and Middlesbrough.—[ADVT.]

## CREDITORS' NOTICES.

## UNDER ESTATES IN CHANCERY.

## LAST DAY OF CLAIM.

London Gazette.—FRIDAY, May 11.

CLARKE, JOHN SLEEPER, Westbourne House, Surbiton, Surrey July 14 Whitfield v Clarke, Kekewich, J. Dean, Clement's inn, Strand

VINCENT, WILLIAM, Sunderland, Musical Instrument Dealer June 6 Todd v Vincent, Registrar, Durham Allison, Sunderland

London Gazette.—FRIDAY, May 18.

LUMLEY, JOHN RUTHERFORD, Clyde st, Redcliffe sq June 19 Brooker v Lumley, Stirling, J. Lumley & Lumley, Old Jewry chamber

## UNDER 22 &amp; 23 VICT. CAP. 35.

## LAST DAY OF CLAIM.

London Gazette.—TUESDAY, May 29.

ABDY, ROBERT BURLTON, Lieut, R.N. June 30 Lowe & Co, Temple gins, Temple Archdale, George's Lane, King's Lynn, Norfolk June 30 Ward, King's Lynn

BARBER, WILLIAM, Dalton in Furness, Builder June 25 Butler, Broughton in Furness

BREWER, HANNAH, West Kilburn June 30 Farlow & Peller, Church st, Clement's in

BROWNE, WILLIAM PAUL, Guernsey June 11 Broadbent & Heels, Bolton

BROWN, CHARLES THOMAS, Barking, Essex, Plumber June 30 Twyford, Moorgate st

COOPER, CHARLOTTE ELEANOR, Colchester July 2 Jones, High Wycombe

CROES, JOHN HENRY, Emsden, Rutland, Farmer July 3 Atter, Stamford, Lincs

DANIELS, JANE, Brixton July 6 Patersons & Co, Lincoln's Inn, Lincs

DAVIS, ALBERT, St. Martin's in July 23 Clapham & Co, Devonshire sq

DEANE, WILLIAM, Hinckley, Suffolk June 27 Jessely & Sons, Ipswich

ELLIS, WARREN WILLIAM, Brentwood, Essex June 31 Bunn, Brentwood

EVANS, MARIA, Almondsbury, Glos June 30 Crossman & Co, Thosbury R.S.O., Glos

GALE, ROBERT, Killinghall, York July 5 Peach & Titley, Harrogate  
 GLOVER, JOHN HALL, Leeds June 25 Harrison & Sons, Leeds  
 GLOVER, REV JOSEPHINE, Bournemouth July 5 Pilley & Mitchell, Bedford row  
 GOBBY, CHARLES EDWARD, Farringdon rd, Undertaker June 26 Carter, Chancery In  
 GOODWIN, HARRIET, Ipswich June 14 Marshall, Ipswich  
 HAMPSHIRE, HANNAH, Doncaster June 29 Atkinson & Sons, Doncaster  
 HANLEY, FRANCES, Birkdale, Southport July 2 Wiles & Thompson, Rochdale  
 HANLEY, JOSEPH, Birkdale, Southport July 2 Wiles & Thompson, Rochdale  
 HARRIS, FREDERICK, Bradford, York, Commission Woolcomber June 30 Vint & Co, Bradford  
 HEAP, MARY REBECCA, Hollingworth, Chester June 29 Davis, Glossop  
 HUBBARD, THOMAS WOODBINE, Isthmian Club, Piccadilly June 30 Deacon & Co, Great  
 St Helen's  
 JEFFREY, SUSANNA, Tunbridge Wells June 30 Cooper & Co, Bircham In  
 LANG, RICHARD YASLEY, Coombebridge, Devon, July 7 Tozer & Co, Teignmouth  
 LIMBICK, WILLIAM, Horton, Glos, Farmer July 9 Tarr & Arkell, Bristol  
 MARTIN, WILLIAM, Sparkhill, nr Birmingham, Grocer July 6 Hargreave & Heaton, Birmingham  
 MERCER, MARY, Halifax July 1 Bailey, Halifax  
 MITCHELL, JOHN GILBERT, Chiswick June 30 Oldman & Co, Old Serjeant's Inn, Chancery Inn  
 MOORE, GEORGE, Ryton, Durham, Farmer July 16 Stobo & Livingston, Newcastle on Tyne  
 PRICE, JAMES BEN, Cheltenham June 30 Mossman & Co, Bradford  
 PRIDEAUX, ANNIE, Camberwell, Cornwall June 23 Daniell & Thomas, Camberwell  
 RIGG, JOHN, Bootle, Cumberland, Implement Maker June 30 Butler, Broughton in Furness  
 RISDON, ELIZABETH, Park village, West, Regent's Park June 25 Wood, Finsbury sq  
 RUSKIN, JOHN, Brantwood, Coniston, Lancaster July 7 Barker, Bedford row  
 SANDER, GUSTAV ADOLPH, Cazenove rd, Stamford Hill July 6 Clapham & Co, Devonshire sq  
 SESSIONS, EDWARD, Charlbury, Oxford June 24 Ballard, Oxford  
 SIMON, GUSTAV HEINRICH VICTOR HERMAN AMANDUS, Manchester July 10 Cooper & Sons, Manchester  
 SKELTON, HENRY INGLE, Surbiton, Surrey, Commission Agent July 31 Fells, Streatham, Upper Tooting  
 SKERRATT, JAMES, Middlesbrough, Bridge Erector June 30 Thomas & Malkin, Stockton on Tees  
 SMITH, LUCY, Sydenham Hill July 4 Adshead, Essex st, Strand  
 STANSFIELD, SARAH, Ashton under Lyne June 12 Taylor, Oldham  
 TRUMAN, PERCY PHILIP, Radcliffe on Trent, Notts, Solicitor July 1 Truman & Snook, Nottingham  
 WARD, SARAH, Sproughton, Suffolk June 27 Jessop & Sons, Ipswich  
 WINTERBOTTOM, ANN, Stalybridge, Chester July 3 Ives, Stalybridge  
 London Gazette.—FRIDAY, June 1.

ALISON, ALICE, Birkdale July 14 Smith, Southport  
 ASHTON, THOMAS MARSH, Louth, Lincoln June 30 Banks & Co, Bury St Edmunds  
 BAKER, MRS MARY, Bridgwater, Somerset June 30 Bishop, Bridgwater  
 BARKER, HERBERT AUBREY, Havering, nr Romford, Essex June 30 Ley & Co, Cheltenham  
 BATHURST, THE VERY REV CANON EYRE STUART, Stone, Staffs July 2 Birch, Stone  
 BAXTER, LUCY, Alcester Hill, Huntington, Innkeeper July 7 Hunbury & Sons, Huntington  
 BLACK, JAMES ELLIS, Rochester, Kent July 6 Bassett & Boucher, Rochester  
 BOLTON, JOHN, Blackburn July 8 Hartley & Pilgrim, Colne, Lancs  
 BORRADAILE, GEORGE EDWIN, Edinburgh terrace, Kensington Palace June 30 Lewtys & Co, Theobald's rd  
 BROWN, JOHN, Clifton, Bristol, Doctor of Medicine June 30 Benson & Co, Bristol  
 CARTWRIGHT, REV WILLIAM, Bristol July 6 Wansbrough & Co, Bristol  
 CASSELS, ETHELINDA, Blackheath, Kent June 21 Saw & Son, Queen Victoria st  
 DELVE, CATHERINE CORNISH, Truro June 30 Paull, Truro  
 DICKINSON, EDWARD MINSHAW, Barcombe av, Streatham Hill, Clerk June 30 Brown, Seething in  
 DIGHT, MRS ELIZA, Clifton, Bristol July 20 O'Donoghue & Anson, Bristol  
 DOWNING, WALTER, Balby, nr Doncaster, Wagon Owner June 30 Atkinson & Sons, Doncaster  
 EUSTACE, MRS ELIZA, Salford July 2 Potts & Potts, Broseley, Shropshire  
 FARROW, MARY, Tottenham July 14 Avery & Son, Finsbury pavement

FIELD, GEORGE HENRY, Camberwell New rd July 13 Wheatly & Co, New Inn, Strand  
 FISON, ELIZABETH, Cambridge June 9 Symonds, Cambridge  
 FOSTER, HENRY JOHN, Leytonstone June 30 Lewtys & Co, Theobald's rd  
 GIBSONS, ALFRED ROBERT, Windlesham, Surrey Aug 1 Potter & Co, King st, Cheapside  
 GILLMAN, REV JOHN FITZGERALD NAGLE, Hennock, Devon June 30 Hacker & Michelmore, Newton Abbott  
 GOODWIN, HARRIET, West Hampstead June 30 Fisher & Co, Ashby de la Zouch  
 GOULD, GEORGE DAVID, Richmond, Surrey June 30 Senior & Fairbank, Richmond  
 HADDON, HENRY, Charlotte st, Fitzroy sq, Dentist's Assistant July 1 C & E Woodroffe, Eastcheap  
 HANCOCK, MARY ANN, Nottingham June 30 Hazzledine, Nottingham  
 HAMMOND, GEORGE, Colchester, Licensed Victualler July 31 Sparling & Son, Colchester  
 HOBSON, SAMUEL JOHNSTONE, Sheffield Sept 29 Alderson & Co, Sheffield  
 HODGKIN, EDIOT, Richmond, Surrey June 30 Powell & Rogers, Essex st, Strand  
 HODGSON, HENRY, Bradford, York June 28 Rhodes, Bradford  
 HOLMES, JOHN, Sparkbrook, Birmingham, Miller June 30 Cottrell & Son, Birmingham  
 HOLMES, JOHN FRANCIS, Walthamstow, Commission Agent July 2 Chalk, Flasbury print  
 HOULE, ELLEN WINIFRED, Guildford st, Russell sq, July 1 Peacock & Goddard, Southwark, Gray's Inn  
 HUGHES, ANN, Liverpool June 15 Ticeby & Lynch, Liverpool  
 HUMPHRIES, BENJAMIN JOHN, Lower Edmonton July 2 Watson & Son, Chancery In  
 HURST, JAMES, Leigh, Lancs, Innkeeper June 23 Marsh & Co, Leigh  
 IDDON, RICHARD, Heekeith, Lancs, Farmer July 7 Wilson & Co, Preston  
 ISON, EDWARD, Ashby de la Zouch, Leicester, Ironmonger June 30 Fisher & Co, Ashby de la Zouch  
 LENGTHORN, GEORGE, Leeds, Butcher July 4 Harland & Hingham, Leeds  
 LEWIS, MARTHA, Pontnewyndd Aug 1 Bythway & Son, Pontypool  
 MCCOWAN, WILLIAM, Roseneath, nr Whitehaven, Cumberland June 30 Brockbank & Co, Whitehaven  
 MARSHALL, JOHN, Nottingham, Licensed Victualler June 30 Hazzledine, Nottingham  
 MASTER, EMMA, Usworth rd, July 31 Partridges & Co, King's Lynn  
 MOORE, GEORGE HARRIS, Newcastle upon Tyne, Builder July 15 Wilkinson & Marshall, Newcastle upon Tyne  
 NOAD, GRACE HERNE, Tilsham, Wilts June 24 Louche, Newbury, Berks  
 PAUL, JOHN, St Agnes, Cornwall, Hotel keeper June 24 Hancock, jun, St Agnes  
 PIERCE, CHAS. SPILLER, Sidcup, Kent, Agent July 1 Baylis & Co, Church st, Old Jewry  
 POPE, JOSEPH, Langtoft, Lincoln July 3 Sharpe & Wade, Market Deeping  
 PRENDERGAST, FRANCIS ENSOR, Redlands, California, U.S.A., Civil Engineer July 7 Barker, Bedford row  
 ROBINSON, JANE LLOYD, Weston-super-Mare July 31 Simmonds & Co, Bath  
 RUFF, ANN, St John's Wood July 15 Garrard & Co, Suffolk st, Pall Mall East  
 SARGEANT, JAMES PRIMATT, Pembroke rd, Kensington July 1 Peacock & Goddard, Southwark  
 SKINNER, ELIZA, Brighton, Domestic Servant June 21 Witty, Swindon  
 SMITH, SARAH, Allesley, nr Coventry July 5 Twist & Sons, Coventry  
 SMITH, WILLIAM, Shepherd's Bush July 4 Fox, Mary's sq, Paddington  
 SOWERBY, EDWARD, East Aycliffe, York, Farmer July 7 Souby, Malton  
 SPRAITT, HENRY, Bury St Edmunds July 15 Green, Bury St Edmunds  
 STARKET, WILLIAM, Warwick, Blacksmith July 14 Handley & Co, Warwick  
 STATHER, FANNY, Beverley, York, Miller July 5 Bainton, Beverley  
 STILES, ROBERT, Hillmorton, Wilts, Farmer July 1 Nott, Gray's Inn sq  
 STILES, SAMUEL, Hillmorton, Wilts, Farmer July 1 Nott, Gray's Inn sq  
 STILES, WILLIAM, Lichfield, Caine July 1 Nott, Gray's Inn sq  
 SYKES, JOHN, Shildon, Hartlepool July 7 Bailey, Halifax  
 TWTAITES, HANNAH, Kendal July 9 Moser & Sons, Kendal  
 TWTAITES, THOMAS, Kendal July 9 Moser & Sons, Kendal  
 TOSWILL, CHARLES GILLMAN, Wetherstone, Hull, Brewer's Traveller June 18 Wells & Sons, Southwark  
 TURNER, HARRIET, Great Yarmouth June 29 Wiltshire & Sons, Great Yarmouth  
 TURNER, RICHARD, Shapton, Bucks July 7 Newton & Calcott, Leighton Buzzard  
 UDALL, WILLIAM KEATS, Lower Bockhampton, Dorset June 14 Creech, Sturminster Newton  
 VERNHAM, JEMIMA, Streatham June 30 Drake & Co, Rood In  
 WALLACE, EMMA, York st, Portman sq June 30 Leuty & Co, Theobald's rd  
 WARS, SAMUEL, Vauxhall walk, Case Maker July 8 Ashley & Co, Frederick's pl, Old Jewry  
 WILTSHIRE, MARY ANN, Willesden July 16 Richardson & Sadler, Golden sq

## BANKRUPTCY NOTICES.

London Gazette.—FRIDAY, June 1.

## RECEIVING ORDERS.

ALLEN, MARY ELIZABETH, Barnsley, Yorks, Fruiterer Barnsley Pet May 29 Ord May 29  
 BAKER, ARTHUR JAMES, Southall, Middlesex, Builder Windsor Pet May 23 Ord May 28  
 BARTON, HENRY, Hammersmith, Licensed Victualler High Court Pet May 28 Ord May 28  
 BARTLEY, THOMAS, South Shields, Grocer Newcastle on Tyne Pet May 12 Ord May 28  
 BEBO, MARCUS, Warrington, Lancs, Maida Vale, High Court Pet Feb 1 Ord May 14  
 BOYLE, WILLIAM ROBERT DOUGLAS CARRINGTON, Victoria st, Westminster, High Court Pet March 23 Ord May 29  
 CAMPBELL, T. E., Sunderland, Commercial Traveller Sunderland Pet Jan 6 Ord Feb 15  
 CARTER, WILLIAM, jun, Leadenhall st, High Court Pet April 10 Ord May 29  
 CHANNER, HENRY ALFRED, Swansea, Hairdresser Swansea Pet May 29 Ord May 29  
 COLE, WILLIAM LEWIS, St Michael's, Bristol, Carver Bristol Pet May 29 Ord May 29  
 COLVIN, ERNEST, Newington causeway, Licensed Victualler High Court Pet May 10 Ord May 29  
 CROSSLAND, WILLIAM, Sceatton, Nottingham, Stableman Nottingham Pet May 29 Ord May 29  
 EDWARDS, ALFRED, Bingham, Notts, Corn Agent Nottingham Pet May 29 Ord May 29  
 ELLIOTT, RALPH, Felling, Durham, Grocer Newcastle on Tyne Pet May 28 Ord May 28  
 FIELDING, WALTER METCALFE, Oldham, Letterpress Printer Oldham Pet May 29 Ord May 29  
 FREEMAN, LOUIS, Newcastle on Tyne, Jeweller Newcastle on Tyne Pet May 28 Ord May 28  
 HAINSWORTH, ANOS, and THOMAS BLAND, Morecambe, Lancs, Joiner Preston Pet May 14 Ord May 30  
 HALL, FREDERICK WILLIAM, Nunsthorpe, Furniture Dealer Coventry Pet May 28 Ord May 28  
 HIBST, ARTHUR WILLIAM, West Croydon, Electrical Engineer Croydon Pet May 28 Ord May 28  
 HOLLINGWORTH, WILLIAM JAMES, West Ewell, Surrey Croydon Pet April 23 Ord May 29  
 KYNNEFSY, FRANCIS, Birmingham, Clothier Birmingham Pet May 1 Ord May 29  
 LEWIS, JACOB, Leeds, Wholesale Slipper Manufacturer Leeds Pet May 26 Ord May 26

LOVATT, JOSIAH, Wolverhampton, Grocer Wolverhampton Pet May 28 Ord May 29  
 MARTIN, SARAH JANE, Falmouth, Cornwall, Grocer Truro Pet May 30 Ord May 30  
 MEREDITH, CHARLES AUGUSTUS, Cardiff, Butcher Cardiff Pet May 10 Ord May 25  
 MORTON, WILLIAM, Southport, Fruiterer Liverpool Pet May 30 Ord May 30  
 MUFE, JOHN, Arnley, Leeds, Cloth Manufacturer Leeds Pet May 29 Ord May 29  
 NEEDHAM, LUKE, Cleobury Mortimer, Salop, Dealer Kidderminster Pet May 29 Ord May 29  
 NOB, JOHN FREDERICK, Nottingham, Nottingham Pet May 18 Ord May 28  
 NORRAN, FRED, Irthingborough, Northampton, Shoe Manufacturer Northampton Pet May 26 Ord May 26  
 OLIVER, CHARLES FREDERICK, Buckland, Hants, Greengrocer Portsmouth Pet May 26 Ord May 26  
 PALMER, JOHN THOMAS, Leicester, Hardware Dealer Leicester Pet May 29 Ord May 29  
 PARSONS, RICHARD, Coalville, Leicester, General Dealer Burton on Trent Pet May 23 Ord May 28  
 PLANT, RALPH, sen, RALPH PLANT, jun, and SAMUEL BAXTER, Burrsom, Staffs, Hardware Manufacturers Hanley Pet May 28 Ord May 28  
 PRICE, JAMES, Dowlais, Baker Merthyr Tydfil Pet May 29 Ord May 29  
 PRYOR, JOHN, Wandsworth Pet May 30  
 RIGG, ANDREW, Ossett, York, Rag Merchant Dewsbury Pet May 29 Ord May 29  
 ROOKE, HENRY JAMES, Kingland, Licensed Victualler High Court Pet May 9 Ord May 28  
 ROSENTHAL, EXANUEL, Ilford, Essex High Court Pet April 27 May 28  
 SANDFORD, EDWIN, Bognor, Jobbing Gardener Brighton Pet May 30 Ord May 30  
 SCHOTBOURGH, N. J. H. Flinchley rd, Finsbury High Court Pet April 25 Ord May 24  
 SOLOMON, ADA, Blaina, Mon, Clothier Tredegar Pet May 29 Ord May 29  
 SPURGE, ALFRED, Marlborough st, Manufacturers' Agent High Court Pet May 7 Ord May 29  
 STANDEN, HENRY, Blackburn, Fishmonger Blackburn Pet May 29 Ord May 29  
 SUTHERLAND, ALEXANDER, Manchester, Draper Manchester Pet May 15 Ord May 29  
 THOMAS, WILLIAM JOHN, St Mary church, Devon, Newsagent Exeter Pet May 30 Ord May 30

VANN, THOMAS, Hay Mills, nr Birmingham, Cycle Dealer Birmingham Pet May 18 Ord May 30  
 WALLS, FREDERICK, Canterbury, Grocer Canterbury Pet May 12 Ord May 24  
 WALTON, GEORGE, Nelson, Lancs, Boot Dealer Bury Pet May 14 Ord May 25  
 WILLIAMS, WILLIAM EDWARD, Bangor, Farmer Bangor Pet May 30 Ord May 30  
 WILSON, CYRIL J. KING, St. Cheapeide High Court Pet March 31 Ord May 28  
 WILSON, GEORGE, Wakedford, Carver Wakefield Pet May 1 Ord May 29  
 WOODCOCK, REGINALD, Manor Park, Essex, Grocer High Court Pet May 24 Ord May 28

RECEIVING ORDER RESCINDED.

HORNBY, GEORGE JEROME, Strand, Dealer in Works of Art High Court Rec Ord June 16, 1900 Rec May 25, 1900

FIRST MEETINGS.

ANGEL, HARRY, Exeter, Mineral Water Manufacturer Exeter June 19 at 10.30 Off Rec, 13, Bedford circus, Exeter  
 ARMSTRONG, LILLIAS ELIZA, Walworth road, Furniture Dealer June 12 at 12 Off Rec, Station rd, Gloucester  
 BEBBO, MARCUS, Threadneedle st, June 11 at 2.30 Bankrupts bldgs, Carey st  
 BOWEN, THOMAS WILLIAM, Bridgnorth, Salop, Builder June 13 at 3 County Court Office, Madeley  
 BUTLER, JOHN THOMAS, Walsall, Grocer June 13 at 11.30 Off Rec, Walsall  
 COOKSON, J. F., St James's sq, June 12 at 11 Bankrupts bldgs, Carey st  
 CRAB, THOMAS FREDERICK, Ilford, Essex, Builder June 12 at 12 Temple chmrs, Temple av  
 CRATCHLEY, GEORGE, Whiteshill, nr Stroud, Glos, Quarryman June 9 at 12 Off Rec, Station rd, Gloucester  
 CRIGHTON, JAMES, Stowham Parva, Suffolk, Schoolmaster June 12 at 12 Angel Hotel, Bury St Edmunds  
 EDWARDS, GEORGE, and WILLIAM EDWARDS, Lavister, nr Wrexham, Engineers June 12 at 11.30 Priory, Wrexham  
 ELLIOTT, RALPH, Bedlington, Northumberland, Grocer June 8 at 11 Off Rec, 30, Mosley st, Newcastle on Tyne  
 GIBBS, HENRY, Cardiff, Coal Merchant June 11 at 12 Off Rec, 117, St Mary st, Cardiff  
 GREENFIELD, JOHN, Queen Victoria st, Solicitor June 11 at 11 Bankrupts bldgs, Carey st  
 HALL, FREDERICK WILLIAM, Nuneaton, Furniture Dealer June 11 at 12 Off Rec, 17, Hertford st, Coventry

JONES, THOMAS, Canton, Cardiff, Haulier June 11 at 11 Off Rec, 117, St Mary st, Cardiff

KEELE, EDWIN COCKLE, Glemsford, Suffolk, Grocer and Draper June 12 at 12.30 Angel Hotel, Bury St Edmunds

LAWRENCE, JACOB, Leeds, Wholesale Slipper Manufacturer June 8 at 11 Off Rec, 22, Park row, Leeds

MAGEE, JAMES, South Wingate, Durham, Innkeeper June 8 at 3 Off Rec, 25, John st, Sunderland

METCALFE, CHARLES WILLIAM, Fulstow, Lincs, Labourer June 8 at 11 Off Rec, 15, Osborne st, Gt Grimsby

OLIVER, CHARLES FREDERICK, Buckland, Hants, Green-grocer June 8 at 3 Off Rec, Cambridge June, High St, Peterborough

PEARSON, FREDERICK THOMAS, Hove, Sussex, Solicitor June 11 at 3.30 Off Rec, 4, Pavilion bridge, Brighton

PLANT, RALPH, sen, RALPH PLANT, jun, and SAMUEL BAXTER, Burslem, Staffs, Earthenware Manufacturers June 8 at 2.30 North Stafford Hotel, Stoke upon Trent

ROSENTHAL, EMANUEL, Ilford, Essex June 8 at 2.30 Bankruptcy bldgs, Carey st

ROWE, ROBERT, Newcastle on Tyne, Coal Fitter June 8 at 11.30 Off Rec, 30, Mosley st, Newcastle on Tyne

SCOTT, JAMES, Stockport, Tailor June 8 at 11.30 Off Rec, County chmbrs, Market pl, Stockport

SIBLEY, HENRY, Street, Somerset June 8 at 12.30 Off Rec, Endless st, Salisbury

SULLIVAN, JOHN, Stockport, Cheshire, Coal Merchant June 8 at 10.45 Off Rec, County chmbrs, Market pl, Stockport

SUTHERLAND, ALEXANDER, Manchester, Draper June 13 at 3 Off Rec, 8, Byrom st, Manchester

THOMAS, WILLIAM JOHN, St Mary Church, Devons, News-agent June 10 at 10.30 Off Rec, 18, Bedford circs, Exeter

THOMPSON, JOSEPH, Castleton, York, Joiner June 13 at 3 Off Rec, 8, Albert rd, Middlesbrough

VAUGHAN, FREDERICK WILLIAM, Preston, Tobacco Merchant June 14 at 11.30 Off Rec, 14, Chapel st, Preston

WAKEFIELD, HERBERT, Morecambe, Lancs, Traveller June 14 at 11 Off Rec, 14, Chapel st, Preston

WALLS, FREDERICK, Canterbury, Grocer June 9 at 11 Off Rec, 68, Castle st, Canterbury

WILLIAMS, WILLIAM, Cardiff, Painter June 11 at 11.30 Off Rec, 117, St Mary st, Cardiff

WILSON, WILLIAM, Stockport, Cheshire, Publican June 8 at 10.15 Off Rec, County chmbrs, Market pl, Stockport

WINEAR, JOHN, Brighton, Boarding house Keeper June 11 at 12 Off Rec, 4, Pavilion bridge, Brighton

WITHERS, GEORGE, Cophall bldgs, Throgmorton st, Stock-broker June 11 at 1.30 Off Rec, Bankruptcy bldgs, Carey st

WOODCOCK, RICHARD, Manor Park, Essex, Grocer June 8 at 12 Bankruptcy bldgs, Carey st

WRIGHT, NICHOLAS WILLIAM, Saltburn by the Sea, Grocer June 13 at 3 Off Rec, 8, Albert rd, Middlesbrough

**ADJUDICATIONS.**

ALLEN, MARY ELIZABETH, Barnsley, Yorks, Fruiterer Barnsley Pet May 29 Ord May 29

BARTON, HENRY, Hammersmith, Licensed Victualler High Court Pet May 29 Ord May 29

BELL, ROBERT, Upperby, nr Carlisle Carlisle Pet April 20 Ord May 29

CARE, JEREMIAH, Bradford, Shopfitter Bradford Pet April 2 Ord May 30

CHANNER, HENRY ALFRED, Swansea, Hairdresser Swansea Pet May 29 Ord May 29

CLIFF, ALFRED, Liverpool, Estate Agent Liverpool Ord May 29

COLE, WILLIAM LEWIS, St Michael's, Bristol, Carver Bristol Pet May 29 Ord May 29

COWMAN, JOHN EDWARD, Sleaford, Lincs, Grocer Boston Pet May 5 Ord May 29

CHATCHLEY, GEORGE, Whitechapel, nr Stroud, Glos, Quarryman Gloucester Pet April 30 Ord May 28

CROSSLAND, WILLIAM, Sneinton, Notts, Stableman Nottingham Pet May 29 Ord May 29

DU BOIS, HUBERT, and ERNEST FRANCIS DOUGLAS, Ludgate Hill, Advertising Contractors High Court Pet Nov 24 Ord May 29

EDWARDS, ALFRED, Bingham, Notts, Corn Agent Nottingham Pet May 29 Ord May 29

ELLIOTT, RALPH, Felling, Durham, Grocer Newcastle on Tyne Pet May 29 Ord May 29

FIELDING, WALTER METCALFE, Oldham, Letterpress Printer Oldham Pet May 29 Ord May 29

FLECKNERSTEIN, FRITZ, Leeds, Leeds Pet May 3 Ord May 28

FERMAN, LOUIS, Newcastle on Tyne, Jeweller Newcastle on Tyne Pet May 28 Ord May 29

HALL, FREDERICK WILLIAM, Nuneaton, Furniture Dealer Coventry Pet May 28 Ord May 28

HAMMOND, JOHN, Enfield, Brick Merchant Edmonton Pet May 24 Ord May 26

HILL, DENNIS JOHN, Norwich, Wholesale Grocer Norwich Pet May 18 Ord May 30

HINTON, JOHN, Downton, nr Bristol, Roadman Bath Pet May 8 Ord May 28

HINTON, STEPHEN, Downton, Glos, Journeyman Carpenter Bath Pet March 17 Ord May 28

INGRAMES, WILLIAM, Clitheroe, Coal Agent Blackburn Pet May 30 Ord May 30

JONES, THOMAS, Canton, Cardiff, Haulier Cardiff Pet May 19 Ord May 29

LEMLE, WILLIAM FORBES, York gate, Marylebone rd High Court Pet Feb 18 Ord May 26

LEWIS, JACOB, Leeds, Slipper Manufacturer Leeds Pet May 26 Ord May 26

LOCKHART, SOPHIA, and WILLIAM MORGAN, Bartholomew close, Artificial Flower Manufacturers High Court Pet May 18 Ord May 28

LYLE, FRANCES SELINA, Wandsworth Wandsworth Pet April 28 Ord May 28

MARTIN, SARAH JANE, Falmouth, Grocer Truro Pet May 30 Ord May 30

MORGANS, PRYCE, Llanfihangel, Brecon, Farmer Newtown Pet May 21 Ord May 28

MUFF, JOHN, Wortley, Leeds, Cloth Manufacturer Leeds Pet May 29 Ord May 29

NEEDHAM, LUKE, Cleobury Mortimer, Salop, Dealer Kidderminster Pet May 29 Ord May 29

NORMAN, FRED, Irthingborough, Northampton, Shoe Manufacturer Northampton Pet May 26 Ord May 26

OLIVER, CHARLES FREDERICK, Buckland, Hants, Green-grocer Portsmouth Pet May 26 Ord May 26

PALMER, JOHN THOMAS, Leicester, Leicester Pet May 26 Ord May 26

PARSONS, RICHARD, Coalville, Leicesters, General Dealer Burton on Trent Pet May 28 Ord May 28

PLANT, RALPH, sen, RALPH PLANT, jun, and SAMUEL BAXTER, Burslem, Staffs, Earthenware Manufacturers June 8 at 2.30 North Stafford Hotel, Stoke upon Trent

ROSENTHAL, EMANUEL, Ilford, Essex June 8 at 2.30 Bankruptcy bldgs, Carey st

ROWE, ROBERT, Newcastle on Tyne, Coal Fitter June 8 at 11.30 Off Rec, 30, Mosley st, Newcastle on Tyne

SCOTT, JAMES, Stockport, Tailor June 8 at 11.30 Off Rec, County chmbrs, Market pl, Stockport

SIBLEY, HENRY, Street, Somerset June 8 at 12.30 Off Rec, Endless st, Salisbury

SULLIVAN, JOHN, Stockport, Cheshire, Coal Merchant June 8 at 10.45 Off Rec, County chmbrs, Market pl, Stockport

SUTHERLAND, ALEXANDER, Manchester, Draper June 13 at 3 Off Rec, 8, Byrom st, Manchester

THOMAS, WILLIAM JOHN, St Mary Church, Devons, News-agent June 10 at 10.30 Off Rec, 18, Bedford circs, Exeter

THOMPSON, JOSEPH, Castleton, York, Joiner June 13 at 3 Off Rec, 8, Albert rd, Middlesbrough

VAUGHAN, FREDERICK WILLIAM, Preston, Tobacco Merchant June 14 at 11.30 Off Rec, 14, Chapel st, Preston

WAKEFIELD, HERBERT, Morecambe, Lancs, Traveller June 14 at 11 Off Rec, 14, Chapel st, Preston

WALLS, FREDERICK, Canterbury, Grocer June 9 at 11 Off Rec, 68, Castle st, Canterbury

WILLIAMS, WILLIAM, Cardiff, Painter Cardiff Pet May 26 Ord May 26

WILLIAMS, WILLIAM, Oldham, Painter Oldham Pet May 26 Ord May 26

WILLIAMS, WILLIAM EDWARD, Bangor, Farmer Bangor Pet May 30 Ord May 30

**ADJUDICATION ANNULLED.**

SHOOT, ARTHUR, Goole, Yorks, Labourer Wakefield Adjud Feb 21, 1896 Annul May 22, 1900

*London Gazette*, TUESDAY, JUNE 5.

**RECEIVING ORDERS.**

BARRETT, EPHRAIM, JAMES, WILLIAM BARRETT, and FRANK BARRETT, Oldham, Plumbers Oldham Pet June 1 Ord June 1

BESTLEY, GEORGE HERBERT, Earliestown, Lancs, Electrical Engineer Warrington Pet May 31 Ord May 31

BOYLE, WILLIAM ROBERT DOUGLAS (HARRINGTON) BRENTWOOD, Essex Chelmsford Pet April 25 Ord May 30

BUCK, KATE, Northfleet, Kent Rochester Pet May 30 Ord May 30

BUCKLEY, JOHN EUGENE, Cophall av, Turf Commission Agent High Court Pet May 14 Ord May 31

BUNNAGE, WILLIAM, Luton, Bedford, Straw Hat Manufacturer Luton Pet May 23 Ord May 31

BUTLER, JAMES LIVESLEY, Leeds, Mechanic York Pet May 30 Ord May 30

CARR, JAMES, Bradford, Mail Cart Manufacturer Bradford Pet April 2 Ord May 31

DOBSON, JOHN, Bankfoot, Bradford, Coal Dealer Bradford Pet May 31 Ord May 31

GRIFFIN, WILLIAM, Bristol, Grocer Bristol Pet May 31 Ord May 31

HEY, GEORGE, Kingholme, Glos, Soap Manufacturer Gloucester Pet June 1 Ord June 1

HIBBETT, ARTHUR AMOR, Norwich, Stonemason's Foreman Norwich Pet May 31 Ord May 31

MASTERSON, CHARLES, King's Lynn, Farmer King's Lynn Pet May 21 Ord June 1

ROSS, JAMES, Walton, Liverpool, Medical Practitioner Liverpool Pet June 1 Ord June 1

VARLEY, ALFRED, Selby, Licensed Victualler York Pet April 3 Ord June 1

WARTSKI, S. DALSTON IN HIGH COURT Pet May 15 Ord May 31

WELLS, MAURICE J. UNION, of Old Broad st, Stockbroker High Court Pet Feb 8 Ord March 16

WRIGHT, ARTHUR GEORGE, Dudley, Musical Instrument Dealer Dudley Pet May 14 Ord May 29

**FIRST MEETINGS.**

APELBY, ANNIE, South Norwood, Surrey June 12 at 11.30 24, Railway app, London Bridge

BADDELEY, THOMAS, South Shields, Grocer June 14 at 11 Off Rec, 30, Mosley st, Newcastle on Tyne

BARTON, HENRY, Hammersmith, Licensed Victualler June 18 at 12 Bankruptcy bldgs, Carey st

BATES, EDWARD, West Bromwich, Butcher June 14 at 12 174, Corporation st, Birmingham

BENTLEY, GEORGE HERBERT, Earliestown, Lancs, Electrical Engineer June 15 at 2 Off Rec, 8, Byrom st, Manchester

BIBBY, WILLIAM, Warfield, Coal Miner June 14 at 10.30 Off Rec, 6, Bonhill, Wakefield

BUTLER, JAMES LIVESLEY, Leeds, Mechanic June 18 at 12.15 Off Rec, 28, Stompe, York

BUTLER, JOSIAH, Swans, Licensed Victualler's Manager June 14 at 12 Off Rec, 31, Alexandra rd, Swansea

CASTER, WILLIAM, jun, Leadenhall st June 18 at 11 Bankruptcy bldgs, Carey st

CHESTER, JOSEPH, Scarborough, Hotel Keeper June 12 at 12 74, Newborough, Scarborough

COLE, WILLIAM LEWIS, St Michael's, Bristol, Carver June 13 at 12.30 Off Rec, 28, Baldwin st, Bristol

CROSSLAND, WILLIAM, Sneinton, Notts, Stableman June 12 at 11 Off Rec, 4, Castle pl, Park st, Nottingham

CULIE, EVAN, Radyn, Glam, Grocer June 14 at 12 135, High st, Merthyr Tydfil

EDWARDS, ALFRED, Bingham, Notts, Corn Agent June 12 at 12 Off Rec, 4, Castle pl, Park st, Nottingham

EWART, JOHN NICHOL, Todmorden, Cumberland, Butcher June 13 at 3 Off Rec, 34, Fisher st, Carlisle

FIELD, PERCY, Victoria st, Architect June 15 at 11 Bankruptcy bldgs, Carey st

FLAHERTY, ALBERT EDWARD, Birmingham, Butcher June 15 at 11 174, Corporation st, Birmingham

FORREMAN, G. L. B. W. RD, Publican June 15 at 12 Bankruptcy bldgs, Carey st

FREEMAN, LOUIS, Newcastle on Tyne, Jeweller June 14 at 11.30 Off Rec, 30, Mosley st, Newcastle on Tyne

GEORGE, HENRY, Clifton, Bristol, Butcher June 13 at 12 Off Rec, Baldwin st, Bristol

GRIPPIN, WILLIAM, Bristol, Grocer June 13 at 12.45 Off Rec, Baldwin st, Bristol

HILL, DENNIS JOHN, Thorpe Hamlet, Norwich, Wholesale Grocer June 14 at 12.30 Auction Mart, Tokenhouse yard

JONES, HARVEY WESSEX, Melbourne, Derby, Draper's Assistant June 13 at 12 Off Rec, 47, Full st, Derby

LYONS, MARTIN, Birmingham, Tobacconist June 14 at 11 174, Corporation st, Birmingham

MARTIN, SARAH JANE, Falmouth, Grocer June 14 at 12 Off Rec, Baldwin st, Truro

MORRISON, WILLIAM, Southport, Fruiterer June 13 at 12 Off Rec, 35, Victoria st, Liverpool

PARNONS, ALBERT EDWARD, Dorking, Surrey, Soda Water Manufacturer June 12 at 12.30 Off Rec, Endless st, Salisbury

RIGHTON, WILLIAM, Birmingham, Grocer June 15 at 12 174, Corporation st, Birmingham

WADE, OLIVER, Read, or Blackburn, Butcher June 29 at 12 19 Exchange Hotel, Nicholas st, Burnley

WICKENS, JOHN, Ashford, Kent, Builder June 12 The Saracen's Head Hotel, Ashford

WILLARD, RICHARD, Hove, Sussex, Tailor June 12 at 2.30 Off Rec, 34, Railway app, London Bridge

WORRALL, HERBERT FOSTER, Sheffield, Butcher June 12 at 12 Off Rec, 14, Fife Lane, Sheffield

**ADJUDICATIONS.**

AINSWORTH, ERNEST ALBERT HARRISON, HM Convict Establishment, Portland, Company Promoter High Court Pet Feb 23 Ord May 29

BAKER, ARTHUR JAMES, Southall, Middlesex, Builder Windsor Pet May 26 Ord May 31

BARRETT, EPHRAIM, JAMES, WILLIAM BARRETT, and FRANK BARRETT, Oldham, Plumbers Oldham Pet June 1 Ord June 1

BENTLEY, GEORGE HERBERT, Earliestown, Lancs, Electrical Engineer Warrington Pet May 31 Ord May 31

BERNARD, HENRY PETER, HM Convict Establishment, Parkhurst, Company Promoter High Court Pet Feb 23 Ord May 29

BUCK, KATE, Northfleet, Kent Rochester Pet May 30 Ord May 30

BUTCHER, CHARLES, Martock, Somerset, Baker Yeovil Pet April 23 Ord May 30

BUTLER JAMES LIVESLEY, Leeds, Mechanic York Pet May 30 Ord May 30

DEVERUX, THOMAS, Haverfordwest, Grocer Pembroke Dock Pet May 4 Ord May 31

DOBSON, JOHN, Bankfoot, Bradford, Coal Dealer Bradford Pet May 31 Ord May 31

ELWOOD, A., Harp in High Court Pet March 30 Ord May 30

FOREMAN, GEORGE LAING, Bow rd, Publican High Court Pet April 29 Ord May 31

GABE, HUGH OSWIN, Bowdley, Worcesters Kidderminster Pet May 3 Ord June 1

GRIPPIN, WILLIAM, Bristol, Grocer Bristol Pet May 31 Ord May 31

HARRIS, THOMAS EDWARD, Cophall av, Stockbroker High Court Pet April 21 May 31

HIBBERT, ARTHUR AMOS, Norwich, Stonemason's Foreman Norwich Pet May 31 Ord May 31

JOHNSON, WILLIAM JOHNSON, Penketh, nr Warrington Warrington Ord June 1

LOVAT, JOIAH, Boston, Stafford, Grocer Wolverhampton Pet May 23 Ord June 1

MURSH, CHARLES BENJAMIN, Strand, Tailor High Court Pet May 8 Ord May 31

MOSS, ARTHUR, Nottingham Nottingham Pet April 12 Ord May 30

NOBLE, JOHN FREDERICK, Nottingham Nottingham Pet May 18 Ord June 1

PILK, JOHN, East Down, Devons, Yeoman Barnstaple Pet May 15 Ord May 31

ROSS, JAMES, Walton, Liverpool, Medical Practitioner Liverpool Pet June 1 Ord June 1

**ADJUDICATION ANNULLED.**

COPPEN, SYDNEY WILLIAM, Gosport, Hants, Boot Maker Portsmouth Adjud March 7, 1899 Annul May 31, 1900

**M. R. CUTHBERT SPURLING, M.A.,**  
M.C.L. (Oxford), First Class Honours, late Scholar of Christ Church, Editor of the 11th Edition of "Smith's Manual of Common Law," continues to PREPARE for the Bar and all University Law Examinations.

Bar Examination, May, 1899—15 cent up, 14 passed.

June, 1899—A pupil gained the B.C.L. degree at Oxford.

Address, 11, New-court, Lincoln's-inn, W.C.

**M. R. BERTRAM JACOBS, LL.B. (Lond.),**  
of 61, Fore-street, E.C., First in Honours Jurisprudence and Roman Law, First in Honours Common Law and Equities, Honourable Solicitors' Final, Exhibition and University Law Scholar, Coaches for all Law Examinations.

**LAW.**—Solicitor (unadmitted) Desires Conveyancing and General Clerkship under principal; small salary.—Address, Z. Messrs. Evison, 118, Chancery-lane, W.C.

**SOLICITOR** (28), admitted 1898, Wants Managing Clerkship immediately; eight years' practical experience large provincial town; capable all-round man; excellent advocate; highest testimonials; state salary offered.—Suffolk, 88, Westbourne-park-lane.

**VICTORIA STREET, WESTMINSTER.**—To be Let, good Ground Floor Room as Office; electric light; rent 280 per annum.—W. H. NICHOLAS & Co., 43, Pall Mall, S.W.

# SOLICITORS' BENEVOLENT ASSOCIATION,

For the Relief of Poor and Necessitous Solicitors and Proctors in England and Wales, and their Wives, Widows, and Families.

(INSTITUTED 1858.)

## THE FORTIETH ANNIVERSARY FESTIVAL

OF THIS ASSOCIATION WILL BE HELD AT THE

### HÔTEL MÉTROPOLE (WHITEHALL ROOMS), LONDON,

On TUESDAY, the 19th JUNE, 1900, at Seven o'clock p.m. precisely.

*HENRY ATTLEE, Esq., in the Chair.*

#### LIST OF STEWARDS.

J. ADDISON, Esq., London.  
W. J. D. ANDREW, Esq., London.  
H. C. BEDDOE, Esq., J.P., Hereford.  
E. K. BLYTHE, Esq., London.  
T. DOLLING BOLTON, Esq., M.P., London.  
G. HOLME BOWER, Esq., London.  
T. HARVEY BOYS, Esq., Margate.  
E. J. BRISTOW, Esq., London.  
J. F. BURTON, Esq., London.  
H. MORTEN COTTON, Esq., London.  
Sir H. H. CRAWFORD, London.  
ROBT. CUNLIFFE, Esq., London.  
GRANTHAM R. DODD, Esq., London.  
WALTER DOWSON, Esq., London.  
J. ROGER B. GREGORY, Esq., London.  
H. E. GRIBBLE, Esq., London.  
SAMUEL HARRIS, Esq., Leicester.

B. F. HAWKESLEY, Esq., London.  
A. HULDRIDGE, Esq., M.P., Whitehaven.  
J. E. GRAY HILL, Esq., Liverpool.  
JOHN HOLLAMS, Esq., London.  
JOHN HUNTER, Esq., London.  
GRINHAM KEEF, Esq., London.  
HENRY KIMBER, Esq., M.P., London.  
HARRY R. LEWIS, Esq., London.  
J. S. LICKORISH, Esq., London.  
H. G. LOUSADA, Esq., London.  
J. SPENCER LOVELL, Esq., London.  
R. J. A. LUMBY, Esq., London.  
HENRY MANISTY, Esq., London.  
F. P. MORRELL, Esq., Oxford.  
WILLIAM NOCTON, Esq., J.P., London.  
F. ROWLEY PARKER, Esq., London.  
R. PANNINGTON, Esq., J.P., London.  
T. J. PITFIELD, Esq., London.

THOMAS RAWLE, Esq., London.  
J. E. W. RIDER, Esq., London.  
The Hon. CHARLES RUSSELL, London.  
ARTHUR E. SAVILL, Esq., London.  
T. SKEWES-COX, Esq., M.P., Richmond.  
SIDNEY SMITH, Esq., London.  
JOHN STEVENSON, Esq., London.  
FRANK W. STONE, Esq., Tunbridge Wells.  
A. G. TAYLOR, Esq., Derby.  
MAURICE A. TWEDDIE, Esq., London.  
R. W. TWEDDIE, Esq., London.  
HENRY TYRELL, Esq., London.  
W. MELMOTH WALTERS, Esq., London.  
A. F. WARR, Esq., M.P., Liverpool.  
R. J. WHITE, Esq., London.  
A. WIGHTMAN, Esq., Sheffield.  
HARRY WOODWARD, Esq., London.

The Secretary will be happy to hear from members of the profession who may desire to add their names to the above List of Stewards. Dinner Tickets (25s. each) may be obtained of any of the Stewards, or at the Offices of the Association, 9, Clifford's-inn, London, E.C. Donations and Subscriptions to be included on the Festival List are earnestly solicited.

J. T. SCOTT, *Secretary.*

## "THE LAW REPORTS" SECOND-HAND.

WM. CLOWES & SONS (Limited) have the following Sets for Sale cheap :

1. COMPLETE SET, from 1866 to 1899, with Statutes and Digests; 288 vols., half-calf; the Digests in cloth. ••• Lately the property of a Chief Magistrate of Bow-street, deceased.
2. COMPLETE SET, from 1866 to 1898, with Statutes and Digests; 279 vols., calf; Digests in cloth. ••• Lately the property of a County Court Judge, deceased.
3. ANOTHER SET, 1866 to 1898, with Statutes and Digests; 288 vols., calf.
4. ANOTHER SET, 1866 to 1892; 220 vols., half-calf, fine condition.
5. ANOTHER SET, 1876 to 1899, with Digests; 135 vols. blue calf; 67 vols. law calf; Digests in cloth; excellent condition. ••• Lately the property of a Lord Justice of Appeal, deceased.
6. ANOTHER SET, 1866 to 1897, with Digests; 272 vols. half-calf; 3 vols. cloth; as good as new.
7. LAW REPORTS and STATUTES, 1881 to 1890. 79 vols., half-calf.
8. LAW REPORTS, 1876 to 1884; 77 vols.

WM. CLOWES & SONS (Limited) will be happy to furnish prices on application.

27, FLEET STREET, LONDON E.C.

## EDS AND SON,

### ROBE MAKERS.

BY SPECIAL APPOINTMENT.

To Her Majesty, the Lord Chancellor, the Whole of the Judicial Bench, Corporation of London, &c.

### ROBES FOR QUEEN'S COUNSEL AND BARRISTERS.

Law Wigs and Gowns for Registrars, Town Clerks, and Clerks of the Peace.

Corporation Robes, University and Clergy Gowns.

ESTABLISHED 1839.

### 94, CHANCERY LANE, LONDON.

ESTABLISHED 1851.

### BIRKBECK BANK,

Southampton-buildings, Chancery-lane, London, W.C.

#### CURRENT ACCOUNTS.

2% on the minimum monthly balances, 2% when not drawn below £100.

#### DEPOSIT ACCOUNTS.

2½% on Deposits, repayable on demand. 2½% STOCKS AND SHARES.

Stocks and Shares purchased and sold for customers. The BIRKBECK ALMANACK, with full particulars, cost £1.00.

FRANCIS RAVENSCROFT, *Manager.*

Telephone No. 5 HOLBORN.

Teleg. Address: "BIRKBECK, LONDON."

MADAME AUBERT Introduces Daily and Resident English and Foreign Governesses, Lady Professors, Chaperones, Chaperons' Companions, Lady Housekeepers, Secretaries, for British Isles, Continent, Africa, America, Asia, Australasia; Schools and Educational Homes Recommended.—141, Regent-street, W.

SOLICITORS, MORTGAGEES, and Others. —M. DAVIS, 40, Ladbroke-grove, London, is always Prepared with Cash to Purchase every description of Property, in any state of repair, or position in London, or within 40 miles; introductory fees if arranged in advance.



AUTHORITY.

Every requisite under the above Acts supplied on the shortest notice.

The BOOKS and FORMS kept in stock for immediate use.

SHARE CERTIFICATES, DEBENTURES, CHEQUES, &c., engraved and printed. OFFICIAL SEALS designed and executed.

### Solicitors' Account Books.

### RICHARD FLINT & CO.,

Stationers, Printers, Engravers, Registration Agents, 49, FLEET-STREET, LONDON, E.C. (corner of Sergeants'-inn).

Annual and other Returns Stamped and Filed.

JUST PUBLISHED. Price 5s.

A PRACTICAL HANDBOOK to the COMPANIES ACTS. By FRANCIS J. GASKIN, of the Inner Temple, Barrister-at-Law.